### CONTRACT BETWEEN THE CITY OF AUSTIN ("City") AND

### **GILA LLC**

dba Municipal Services Bureau or MSB ("Contractor")

### Collection of Delinquent Municipal Court Cases MA 4600 PA180000059

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between MSB having offices at 8325 Tuscany Way, Austin, TX 78754 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFQS 4600 EAD0302.

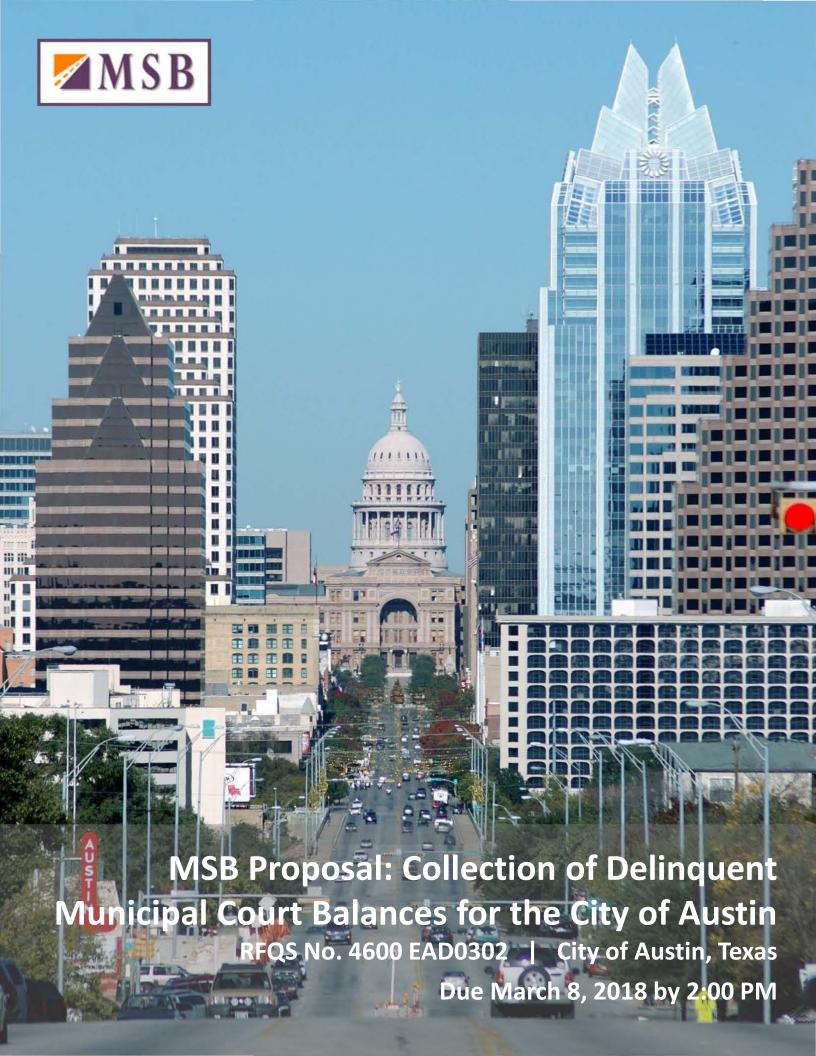
### 1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Qualifications (RFQS), 4600 EAD0302 including all documents incorporated by reference
- 1.1.3 MSB's Offer, dated March 6, 2018, including subsequent clarifications
- Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:
  - 1.2.1 This Contract
  - 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
  - 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.3 Term of Contract. The Contract will be in effect for an initial term of sixty (60) months. See the Term of Contract provision in Section 0400 for additional Contract requirements.
- 1.4 **Compensation.** The Contractor will be entitled to retain a collection fee or fees authorized by Section 103.0033 of the Texas Code of Criminal Procedure, Chapter 175 of the Texas Administrative Code, and Section 12-1-65(C) of the Austin City Code.
- 1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract. Work will be on an as needed basis as specified by the City.

MA 4600 PA180000059 Page 1 of 2 This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

MSB	CITY OF AUSTIN
Barbara Fugler Printed Name of Authorized Person	Erin D'Vincent Printed Name of Authorized Person
Signature	Signature
V.P. Firance/Controller Title:	Procurement Supervisor Title:
Date:	10.4.18°





### Letter of Transmittal

March 06, 2018

Erin D'Vincent Austin, Texas Purchasing Municipal Building 124 W 8<sup>th</sup> Street, Rm 308 Austin, TX 78701

Re: Sealed RFQS # 4600 EAD0302 Collection of Delinquent Municipal Court Case Balances for the City of Austin

Dear Ms. D'Vincent:

Although MSB has collected more than \$65,000,000 for the City since inception of our contractual relationship, MSB is not resting on its laurels. We continue to invest in our human and technical resources and are proposing several new added-value services to the City in our response. This is a highly valued contract and we want to make sure the City is 100% satisfied and receiving the benefits of our growth and experience.

Gila LLC d/b/a Municipal Services Bureau (MSB) has similar contractual relationships with more than 600 government agencies including dozens of entities in Texas. Our twenty-seven years in business are a testament to the quality of our work and the above average results we achieve.

We are uniquely qualified to assist in this endeavor because:

- MSB has the required professional qualifications and government references, as we've been providing high quality, cost effective collection services since 1991;
- MSB agrees to provide all requested services as outlined in the bid, subject to the terms and conditions set forth in the bid in a timely and efficient manner;
- MSB has the required financial stability, the proven project management methodology and overall work plan to deliver quantifiable value to the City;
- MSB follows stringent procedures to insure the security of all client account information, including performing detailed background screening for all MSB employees;
- MSB's highly automated, technologically advanced collection solutions allow you to send referral, payment and change information electronically; and



MSB records all inbound and outbound calls, and maintains a Quality Assurance
 Department to monitor telephone techniques and provide ongoing coaching.

In addition, MSB offers the following advantages:

- Local office where all collection treatment will be performed.
- Austin-based call center employing more than 400 employees including 250 call center agents.
- Walk-in payment options at our Austin office.
- Bonded courier providing daily direct deposits into the City's bank account.
- Onsite staff for implementation and ongoing maintenance.
- Austin-based Project Manager and support staff to service the City.
- Ability to quickly integrate with a new case management system that utilizes web consumption through direct experience implementing this type of system with another client.
- ✓ Optional offers to the City:
  - Free kiosk provided and maintained by MSB to be placed at the City's Court location for defendant service and payments.
  - Offering a 0% fee for all red light camera violations.

My signature below serves as authorization to submit this proposal on behalf of Gila LLC d/b/a Municipal Services Bureau (MSB). I am also authorized to negotiate a contract agreement, as we progress forward with this exciting evaluation.

We are proud to present this proposal for this strategic endeavor.

Sincerely,

Jordan Freytag

Vice President, Business Development

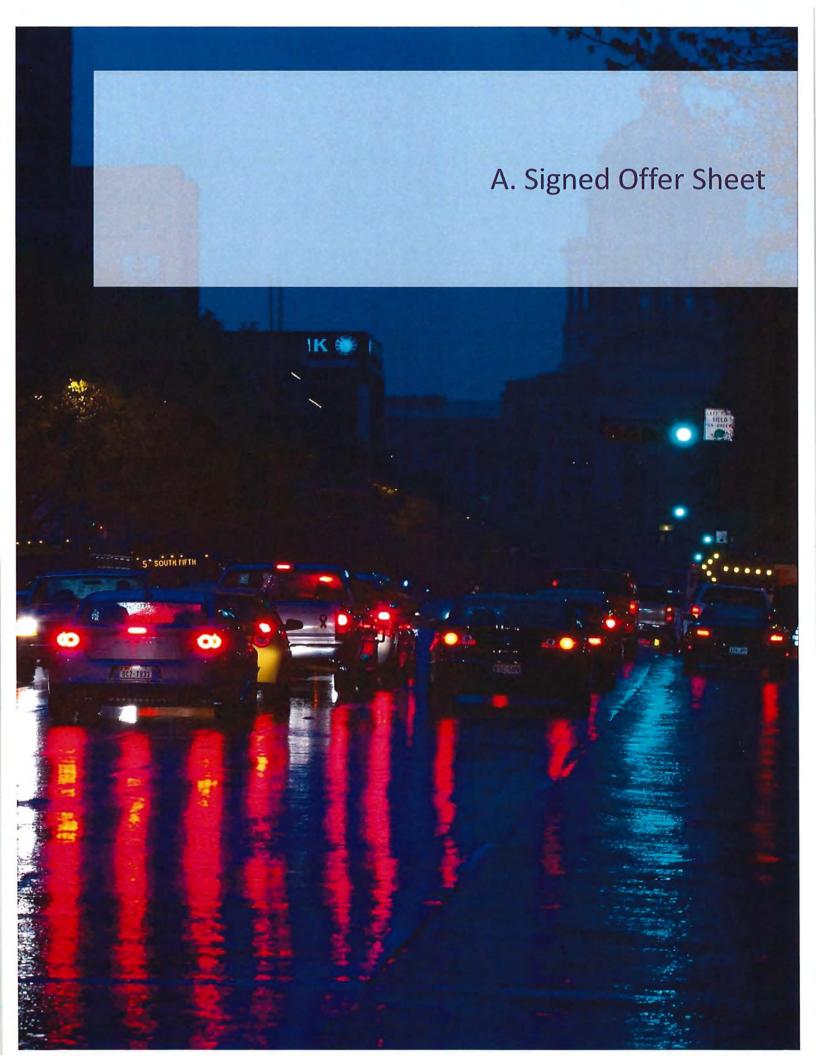
8325 Tuscany Way, Bldg. 4

Austin, Texas 78754

jordan.freytag@gilacorp.com

512.323.4301 Office | 866.283.6484 Fax





The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name:	Gila LLC d/b/a Municipal Services Bureau (MSB)		
Company Address:	8325 Tuscany Way		
City, State, Zip:			
Federal Tax ID No.			
Printed Name of Off Representative:	icer or Authorized Jordan Freytag		
Title: VP of Bus	iness Development		
Signature of Officer Representative:	or Authorized		
Date: 3/6/201	8		
Email Address: _jc	ordan.freytag@gilacorp.com		
Phone Number: 5	12.323.4301		

\* Qualifications Statement must be submitted with this signed Offer sheet to be considered for award

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

- <u>CONTRACTOR'S OBLIGATIONS</u>. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
- 2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
- 3. CONTRACTOR TO PACKAGE DELIVERABLES: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
- 4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
- 5. <u>TITLE & RISK OF LOSS</u>: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
- 6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
- 7. RIGHT OF INSPECTION AND REJECTION: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
- 8. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
- 9. PLACE AND CONDITION OF WORK: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

#### 10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property.
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.
- 11. <u>COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS</u>: The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

### 12. **INVOICES**:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

### 13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.
- 14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

http://www.gsa.gov/portal/category/21287

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

### 15. **FINAL PAYMENT AND CLOSE-OUT**:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.
- 16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

#### 17. AUDITS and RECORDS:

A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

### B. Records Retention:

- i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
- ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
- iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

### 18. **SUBCONTRACTORS**:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract:
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

#### 19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

- 20. <u>WARRANTY TITLE</u>: The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
- 21. WARRANTY DELIVERABLES: The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
  - A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
- 22. <u>WARRANTY SERVICES</u>: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
  - A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be <u>at least</u> one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

- 23. ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
- 24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
- 25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
- 26. <u>DEFAULT</u>: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
- TERMINATION FOR CAUSE:. In the event of a default by the Contractor, the City shall have the right to terminate 27. the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
- 28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
- 29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

### 30. **DELAYS**:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

#### 31. **INDEMNITY**:

#### A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
  - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
  - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.
- 32. **INSURANCE**: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

#### A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.
- B. <u>Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions</u>
- 33. <u>CLAIMS</u>: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

- 34. NOTICES: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
- 35. RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
- NO WARRANTY BY CITY AGAINST INFRINGEMENTS: The Contractor represents and warrants to the City that: (i) 36. the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
- CONFIDENTIALITY: In order to provide the Deliverables to the City, Contractor may require access to certain of the 37. City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
- 38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

- 39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
- 40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
- 41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- 42. PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
- 43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
- 44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
- 45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
- 46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
- 47. <a href="INTERPRETATION">INTERPRETATION</a>: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

### 48. **DISPUTE RESOLUTION**:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
- 49. <u>JURISDICTION AND VENUE</u>: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
- 50. <a href="INVALIDITY">INVALIDITY</a>: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
- 51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	Date Observed
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

#### 53. NON-SUSPENSION OR DEBARMENT CERTIFICATION:

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

#### 54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. Americans with Disabilities Act (ADA) Compliance: No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

### 55. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph
  - i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

- iii. "Domestic end product" means-
  - (1) An unmanufactured end product mined or produced in the United States; or
  - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to <a href="mailto:erin.dvincent@austintexas.gov">erin.dvincent@austintexas.gov</a> by close of business, fourteen (14) calendar days before the solicitation due date.

- 2. **INSURANCE:** Insurance is required for this solicitation.
  - A. <u>General Requirements</u>: See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
    - i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
    - ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
    - iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
    - iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office P. O. Box 1088 Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

- B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
  - i. Worker's Compensation and Employers' Liability Insurance: Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
    - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
      - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
      - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
  - ii. <u>Commercial General Liability Insurance</u>: The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
    - (1) The policy shall contain the following provisions:
      - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
      - (b) Contractor/Subcontracted Work.

- (c) Products/Completed Operations Liability for the duration of the warranty period.
- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
- (2) The policy shall also include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
  - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
  - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. <u>Business Automobile Liability Insurance</u>: The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
  - (1) The policy shall include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
    - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
- iv. <u>Professional Liability/Technology Errors and Omissions Insurance</u>: The Contractor shall provide coverage, at a minimum limit of \$1,000,000 per claim, to pay on behalf of the assured all sums which the assured shall become legally obligated to pay as damages by reason of any negligent act, error, omission, or breach of security (including but not limited to any confidential or private information) arising out of the performance of professional services under this Agreement. The required coverage shall extend to technology licensed and/or purchased, including any Software licensed or Hardware purchased under this Contract.

If coverage is written on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the Contract and the certificate of insurance shall state that the coverage is claims-made and indicate the retroactive date. This coverage shall be continuous and will be provided for 24 months following the completion of the contract.

v. **Cyber Liability Insurance:** coverage of not less than \$2,000,000 each claim and \$4,000,000 annual aggregate providing coverage for damages and claims expenses, including notification expenses, arising from (1) breach of network security, (2) alteration, corruption, destruction or deletion of information stored or processed on a computer system, (3)invasion of privacy, including identity theft and unauthorized transmission or publication of personal information, (4) unauthorized access and use of computer systems, including hackers (5) the transmission of malicious code, and (6) website content, including claims of libel, slander, trade libel, defamation, infringement of copyright, trademark and trade dress and invasion of privacy.

Policy shall be endorsed to name City of Austin, its Affiliates, and their respective directors, officers, employees, and agents, as additional insureds.

- iv. <u>Third Party Employee Crime/Third Party Fidelity Insurance</u>: Contractor shall provide coverage to protect the assets and property of the City with limits of not less than \$1,000,000 per claim. Contractor's insurance will be primary to any insurance carried by the City.
- C. <u>Endorsements</u>: The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

### 3. **RESPONSE BOND:**

- A. All Offers shall be accompanied by Response Bond in an amount of \$25,000. The Response Bond must have a Power of Attorney attached, issued by a solvent surety authorized under the laws of the State of Texas and acceptable to the City.
- B. The Response Bond accompanying the Offer of the apparent successful Offeror will be retained until a Contract is awarded and the successful Offeror executes the Contract and furnishes any required bonds and insurance, after which the Response Bond will be returned to the Offeror. The Response Bond provided by the next lowest or next Best Offeror will be retained until a Contract is awarded. All other Response Bonds will be returned within a reasonable amount of time necessary to make an award recommendation.

#### 4. **PERFORMANCE BOND:**

- A. The Contractor shall provide a Commercial Contract Performance Bond ("Bond"), in a form acceptable to the City, in the penal sum of \$2,000,000 within fourteen (14) calendar days after notification of award. The Bond will serve as security for the faithful performance of all of the Contractor's obligations under the Contract. The Bond shall be issued by a solvent company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by the City pursuant to applicable law. The Surety must obtain reinsurance for any portion of the risk that exceeds 10% of the Surety's capital and surplus. For bonds exceeding \$100,000, the Surety must also hold a certificate of authority from the U.S. Secretary of the Treasury or have obtained reinsurance from a reinsurer that is authorized as a reinsurer in Texas and holds a certificate of authority from the U.S. Secretary of the Treasury.
- B. The Performance Bond shall remain in effect throughout the term of the Contract and shall be renewed for each respective extension.

### 5. **TERM OF CONTRACT:**

- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for a term of sixty (60) months.
- B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 180 calendar days unless mutually agreed on by both parties in writing.
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.

### 6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Municipal Court

Attn:			Accounts Paybale
Addres	S		P.O. Box 2135
City, Code	State	Zip	Austin, TX 78768

B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

### 7. LIVING WAGES:

### The City's Living Wage Program, Rule R161-17.14, is located at:

http://www.austintexas.gov/edims/document.cfm?id=277854

- A. The minimum wage required for all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract is \$14.00 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (see the Living Wages Contractor Certification included in the Solicitation) with their Offer certifying that all Contractor Employees (and all tiers of Subcontracting) directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$14.00 per hour. The certification shall include a list of all Contractor Employees (and all tiers of Subcontracting) directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's assigned Contract Manager with the first invoice, individual Employee Certifications for all Contractor Employees (and all tiers of Subcontracting) directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each Contractor Employee (and all tiers of Subcontracting) directly assigned to the contract. The Employee Certification form is available on-line at <a href="https://www.austintexas.gov/financeonline/vendor connection/index.cfm">https://www.austintexas.gov/financeonline/vendor connection/index.cfm</a>.
- E. Contractor shall submit employee certifications for Contractor Employees (and all tiers of Subcontracting) annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for Contractor Employees (and all tiers of Subcontracting) added to the contract and/or to report any employee changes as they occur.
- F. The Department's assigned Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

#### 8. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under

City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.

- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: http://www.ci.austin.tx.us/edims/document.cfm?id=161145

### 9. NON-SOLICITATION:

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 100 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 100 percent of the employee's annual compensation while employed by the Contractor.

#### 10. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").
- B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].
  - i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

- ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or
- iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.
- C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.
- D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.
- E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.
- F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.
- G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.
- H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.
- I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.
- J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit). Austin, Texas 78767
- 11. **INTERLOCAL PURCHASING AGREEMENTS**: (applicable to competitively procured goods/services contracts).
  - A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
  - B. The City does not accept any responsibility or liability for the purchases by other governmental

agencies through an interlocal cooperative agreement.

- 12. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.
  - A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
  - B. Copyrights: As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
  - C. Additional Assignments: The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.
- 13. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Kim Chadwick
512-974-4820
Kimberly.Chadwick@austintexas.gov

\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the <a href="MON-COLLUSION">NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision</a> of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

## Collection of Delinquent Municipal Court Case Balances for the City of Austin Request for Qualifications (RFQS) 4600 EAD0302

### 1.0 Purpose

The City of Austin ("City") seeks to establish a contract with a collection agency, bureau, or other firms qualified and experienced in collecting delinquent Municipal Court ("Court") case balances to supplement the City of Austin Municipal Court's Collection Improvement Program.

#### 2.0 Objective

Contractor shall perform collection services on delinquent municipal court cases. The Court, at its discretion, will only refer cases after exhausting internal collection efforts including those mandated by Article 103.0033 of the Texas Code of Criminal Procedure, Chapter 175 of the Texas Administrative Code and as outlined in City of Austin Municipal Code, Section 12-1-65 (C).

#### 3.0 Definitions

- 3.1 "Case Balance" is defined as the amount due on delinquent
  Municipal court cases to include fines, fees, court costs, penalties, and any other
  amount assessed or added to a Municipal court case.
- 3.2 "Court" is defined as the City of Austin Municipal Court and includes the Downtown Austin Community Court, as applicable.
- 3.3 "Municipal Court Cases" are defined as criminal cases and civil filings that are within the jurisdiction of the Austin Municipal Court. Parking and Camera at Red light violations, with the exception of disabled parking, are considered civil matters per state and local law.
- 3.4 "Delinquent Cases" are defined as cases that are unadjudicated and at least 60 days past the original appearance date, or adjudicated and at least 60 days past the due date.
- 3.5 "Defendant Contact Information" is defined as a defendant's mailing address, email address and/or phone number(s).

### 4.0 Minimum Qualifications

Contractor shall have a minimum of five (5) years established and operating experience in providing collection of delinquent Municipal Court case balances services in a jurisdiction of a metropolitan population equal to or greater than Austin, Texas.

#### 5.0 Municipal Court Case Referral Criteria

- 5.1 The City makes no guarantee as to the number, type, dollar amount, or collectability of case balances on delinquent cases. The Court alone determines which cases are referred to the Contractor for collection. Though subject to change, current case referral criteria is as follows:
  - At one year after date of filing and at least 60 days delinquent for adjudicated and unadjudicated criminal cases.
  - At six months after the date of filing and at least 60 days delinquent for civil cases on which there is a finding of liability or are liable by law.

### Collection of Delinquent Municipal Court Case Balances for the City of Austin Request for Qualifications (RFQS) 4600 EAD0302

- 5.2 Cases referred to Contractor may or may not be in warrant status at the time of referral.
- 5.3 The Court will refer cases to the Contractor, in real time, at the time the Court implements a new case management system.
- 5.4 The Court will not refer cases with violation dates prior to 2009.

### 6.0 Relationship of Contractor to the City

The City does not seek to create an employer/employee relationship, joint enterprise, partnership, or joint venture. The Contractor is an independent Contractor solely responsible for the acts, means, and methods used to collect on case balances of all referred cases.

#### 7.0 Collection Fee and Commission

- 7.1 The Contractor will be paid as allowed by Article 103.0033 of the Texas Code of Criminal Procedure, Chapter 175 of the Texas Administrative Code and the City of Austin Municipal Code, Section 12-1-65 (C).
- 7.2 The Contractor will be paid by the Court if the Court receives payment toward a collection fee and on a prorated basis when partial payments towards the collection fee are made to the Court.
- 7.3 The Contractor will not receive payment if judicial decisions result in the Court not receiving payment to resolve case balances. This includes, but is not limited to: cases closed out with jail time or community service credit, dismissals, or waivers.
- 7.4 As mandated by Article 103.033 of the Texas Code of Criminal Procedure, when the collection fee is reduced as a result of partial jail time or community service credit, the Contractor will collect the reduced fee. If the Contractor has already received payment for the previously imposed collection fee, the Contractor shall provide the defendant a refund for any difference in the amount collected and the reduced rate and provide the Court with proof the defendant was paid the refund.
- 7.5 The Contractor will not receive payment if a case or group of cases are recalled for reasons other than payment and collection services are no longer required.
- 7.6 Bond and Bail payments secure appearance and are not considered revenue. As such, the Contractor will not be compensated for bail or bond amounts collected unless later applied as payment (forfeited and applied).
- 7.7 As required by law, the Court currently adds a 30% collection fee to delinquent cases at the time the cases are eligible for referral to the third party collection agency.

### 8.0 Communication with the Court

# City of Austin Collection of Delinquent Municipal Court Case Balances for the City of Austin Request for Qualifications (RFQS) 4600 EAD0302

Defendants may address delinquent cases with the Court at any time, regardless of status with the Contractor. The Court may allow defendants additional time to resolve case balances.

#### 9.0 Information Contained in Case Files or Used in Collection of Case Balances

All information contained in the Court electronic data exchange, or otherwise supplied to the Contractor by the Court, is considered confidential and may only be used in the collection of outstanding case balances. The information may not be disclosed to a third party, without the express written consent of the Municipal Court designee. Any unauthorized use of confidential information may result in the immediate termination of the contract.

#### 10.0 Caseload

The Court cannot predict the number of cases eligible for third party collections. The Court will transfer existing eligible cases to the Contractor at the time the contract begins. The Court will not transfer cases with a violation date prior to 2009. The data listed below represents the average number of cases the Contractor may receive upon initial data migration. The Contractor will receive eligible cases as well as cases that become eligible during the contract period. The associated dollar value for data listed in the chart is not available.

Case Aging	Number of Cases Currently in 3 <sup>rd</sup> Party Collections (estimate)
2009	17,028
2010	35,312
2012	32,517
2012	29,020
2013	28,892
2014	35,262
2015	41,971
2016	50,062

From October 1, 2015 through September 30, 2016, the Court referred approximately 61,280 cases to third party collections. The total case balance for referred cases was approximately \$12,557,181.00. No additional data will be provided at this time.

#### 11.0 Interface and General Reporting

- 11.1 The Court's current case management system is Judicial Enforcement Management System (JEMS). The Court is in the process of implementing a new Case Management System, eCourt, a Journal Technologies product. Implementation is expected to take approximately 2 ½ to 3 years. The selected Contractor is required to assist the Court with the implementation of the new system. Additional requirements about the system implementation/interfacing/migration are listed below in 12.0.
- 11.2 The City's fiscal year begins on October 1<sup>st</sup> and ends on September 30<sup>th</sup>. The Contractor shall have the ability to provide routine quarterly and annual report data to coincide with this this cycle.

#### 12.0 Contractor Requirements

## Collection of Delinquent Municipal Court Case Balances for the City of Austin Request for Qualifications (RFQS) 4600 EAD0302

- 12.1 The Court requires daily transactions for balances, case status, and payments to be processed as a data exchange via interface. Physical hard copy reports or other forms of exchange requiring manual updates are not acceptable.
- 12.2 The Contractor shall have the ability to interface with the Court's current Case Management System, JEMS, electronically, via interface, on a daily basis including weekends and holidays.
- 12.3 Current third party collections interface design shall require the Contractor to send and receive data via an interface file in an encrypted electronic comma, quote delimited text file (CSV) format using File Transfer Protocol (FTP for delivery). The Contractor shall have the ability to comply with the requirements for the Court's current interface as outlined via the link:

  <a href="https://cityofaustin.github.io/austinea/arch/municourt/manageCollectionsIO/index.html">https://cityofaustin.github.io/austinea/arch/municourt/manageCollectionsIO/index.html</a>
- 12.4 The Contractor shall have the ability and availability to work with the Court to design, test and implement a real time, web consumption interface service for the new case management (eCourt) as directed and required by the Court. The requirements for the interface with the Court's new Case Management system are attached as an addendum.
- 12.5 The Contractor shall have the ability to receive and apply partial and full non-monetary credits (jail credit, community service) via interface and reduce the collection fee as dictated by Article 103.033 of the Texas Code of Criminal Procedure.
- 12.6 The Contractor shall be able to inactivate, reactivate, adjust case balances, and return cases as directed by the Court via the interface data exchange. Collection efforts by the Contractor shall cease for inactivated and recalled cases.
- 12.7 The Contractor shall implement routine processes to ensure case balance, payment and statuses match the Court's records upon receipt of the Court's interface file ("synch processes").
- 12.8 The Contractor shall provide the Court evidence that ensure employees with access to court and defendant information successfully pass a criminal background check with no history of Class A or Class B misdemeanor or felony convictions.
- 12.9 The Contractor shall provide evidence of company policy that requires employees who have been cited or arrested *for any level of offense* of their duty to inform the employer of the event and remain in compliance with Court orders.
- 12.10 The Contractor shall provide evidence of company policy that removes access to Court and defendant information if the employee is later convicted of a Class A or Class B misdemeanor or felony offense or becomes delinquent with a court order for any level of offense.
- 12.11 The Contractor shall implement procedure to ensure defendants stating hardship/inability to pay are provided with information about the Court's alternative to payment processes and referred back to the Court.

## Collection of Delinquent Municipal Court Case Balances for the City of Austin Request for Qualifications (RFQS) 4600 EAD0302

- 12.12 The Contractor shall utilize multiple skip tracing software programs and methods to locate valid address and phone information for defendant records. The Contractor shall provide the Court with updated contact information via interface at the time updated information becomes available to the Contractor.
- 12.13 Civil parking and Camera at Red Light cases referred for collection may not have information about the last known registered owner(s). The only information available to the Court may be vehicle license plate and state. The Contractor shall be responsible for obtaining registered owner name and contact information, as applicable.
- 12.14 The Contractor shall facilitate payments of case balances on referred delinquent cases commencing at the time of referral. The Court may at any time, discontinue collection services on a case or group of cases and recall cases from the Contractor without collection fee payment.
- 12.15 The Contractor shall provide all personnel, materials, services, and facilities needed to fulfill the requirements.
- 12.16 The Contractor shall provide inquiry only access for Court personnel to view activity on Austin Municipal Court cases and generate reports in the Contractor's software database/collections system. The Contractor shall provide a minimum of fourteen (14) licenses which need to be able to be accessed simultaneously.
- 12.17 The Contractor shall accept direct payment on any referred case and shall have the ability to process payments received via the Contractor's web portal, by phone, or by mail. Payments shall be deposited to the Court's bank account no later than the next business day along with a daily payment and deposit report, which identifies the case number, defendant's name, date of birth, date of payment, and the payment amount received. The Contractor shall receive and record all payments made.
- 12.18 The Contractor shall forward all correspondence from defendants that directly relates to regular Court business to the Court on a daily basis. This includes, but is not limited to: pleas, motions, death notices, time served requests, and other general communication.
- 12.19 With the exception of cases paid in full, all payment to the Contractor shall be made in accordance with partial payment procedures provided by the Court. Payment plans can only be negotiated by the defendant with the Court. Any payment plans negotiated with the Contractor will not be honored by the Court.
- 12.20 Samples of current scripts, letters, and other materials shall be provided with the Offer. The Contractor shall obtain Court approval on all communications (phone/chat/text scripts, letters, emails and other materials) prior to use throughout the contract period. Scripts and notices shall be specific to the appropriate case status.
- 12.21 The Contractor shall clearly identify themselves as an agency separate and distinct from the Court in all communications (verbal and written).
- 12.22 The Contractor shall provide multiple methods for defendants to communicate with the Contractor (web portal, live operator, mail, email, chat).

## Collection of Delinquent Municipal Court Case Balances for the City of Austin Request for Qualifications (RFQS) 4600 EAD0302

- 12.23 The Contractor shall employ a sufficient number staff that has the ability to provide verbal and written communication in both English and Spanish. Service for communications in languages other than English and Spanish shall be provided upon request.
- 12.24 The Contractor shall participate and support the Court's special collection campaigns and events at no cost to the Court. The Contractor will incur the cost of support as it relates to media notifications, designated mailers and other communications, community events and internal staffing.
- 12.25 The Contractor shall provide the Court quarterly and annual performance reports detailing, at minimum, performance data as outlined below. The Contractor's performance is acceptable when the Contractor has:
  - Maintained monthly collection rate (after first three months) of >/= 10%
  - Maintained monthly resolution rate (after first three months) of >/= 15%
  - Maintained yearly collection rate of >/= 15%
  - Maintained yearly resolution rate of >/=20%
  - Maintained life of contract collection rate (after first year) of >/= 23%
  - Maintained life of contract resolution rate (after first year) of >/= 30%
- 12.26 The Contractor shall provide monthly, quarterly and annual reports for all cases assigned. Activity shall be broken down by adjudicated criminal cases, unadjudicated criminal cases and then by case type (civil parking cases, civil red light camera cases, traffic, and all other criminal cases). At minimum, the report shall include:
  - Number of cases accepted, inactivated, activated, returned due to payment, or otherwise terminated or recalled
  - Number of contacts attempted, by contact type
  - Cases paid
  - Total amount collected
  - Aged cases/collection statistics
- 12.27 The Contractor shall provide additional reports upon request of the Court.
- 12.28 The Contractor shall invoice the City monthly. A payment summary shall be provided along with the invoice. All discrepancies shall be resolved before the invoice for that month will be paid.
- 12.29 The Contractor shall provide onsite staff during pre–implementation and implementation periods when requested by the Court.
- 12.30 The Contractor shall pay for any and all costs incurred to fully transmit and receive data from the Court's current Case Management System to the new Case Management System as well as any costs from the original interface, upgrades, and/or modifications required. Contractor shall be responsible for costs associated with the interface including billable staff time, resources, interface development, testing, and implementation.
- 12.31 The Contractor shall comply with, and assume any cost associated with changes to federal, state, or local legislation that impact this agreement within the timeframe established by law.

# City of Austin Collection of Delinquent Municipal Court Case Balances for the City of Austin Request for Qualifications (RFQS) 4600 EAD0302

12.32 The Contractor shall comply with all laws, statutes, and other governmental provisions in effect during the term of the agreement, including the Texas Debt Collection Act, V.A.T.S., Art. 5069, Chapter 12 and the Federal Debt Collection Practices Act (FDCPA), U.S.C.A., Section 1962, Senate Bill 1778, 77<sup>th</sup> Legislature, and SB 1863, 79<sup>th</sup> Legislature - State of Texas. Although the Contractor may not be legally obligated to adhere to State and Federal debt collection laws (specifically FDCPA) in the collection of criminal court-ordered judgments, the Court does expect the Contractor to fully comply with the laws as a guideline unless specifically authorized by the Court in writing otherwise.

# CITY OF AUSTIN PURCHASING OFFICE RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: RFQS 4600 EAD0302

# 1. SUBMITTAL FORMAT:

Submit one original paper copy and an electronic copy of the original response in PDF version on five separate flash drives. The original response shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The response itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the response and include a Table of Contents:

### Section I

**Tab 1 – City of Austin Purchasing Office Documents** - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0630 Exceptions
- C. Section 0800 Non-Discrimination and Non-Retaliation Certification
- D. Section 0815 Living Wages Contractor Certification
- E. Section 0835 Nonresident Bidder Provisions
- F. Section 0900 Subcontracting/Sub-consulting Utilization Form
- G. Section 0905 Subcontracting/Sub-consulting Utilization Plan
- H. All signed Addendums (all pages)

**Tab 2 – Authorized Negotiator:** Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

**Tab 3 – Executive Summary:** Provide an Executive Summary in brief, concise terms, a summation of your qualifications. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization is the most qualified in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

**Tab 4 – References:** Provide a list of three (3) current or previous municipal government references with a minimum of five (5) years established and operating experience in providing collection of delinquent Municipal Court case balances services in a jurisdiction of similar size (metropolitan population equal to or greater than Austin, Texas). All reference information shall be documented and verifiable. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. Each reference shall include the following:

- Agency
- Agency contract manager name and title, direct phone number, and email address
- Year contract was awarded and length of contract
- The name of the Municipal Court and start/end dates 3rd party collection services were provided
- The average number of cases referred for Collections by the Municipal Court annually
- The average number of cases referred that were resolved (closed) because of payment compliance (include details of case ageing from referral to closure)
- The number of contracts listed above for which were provided to Municipal Court collections in the State of Texas
- Number of employees assigned to collections for their contract

# CITY OF AUSTIN PURCHASING OFFICE RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: RFQS 4600 EAD0302

**Tab 5 – Contractor's Personnel:** Provide a general explanation and organization chart which specifies the structure and reporting responsibilities. If the use of subcontractors is proposed, identify their placement in the structure and provide a description for each subcontractor's responsibilities.

For each Municipal Court client listed above, please provide:

- The number of line staff (customer service agents) that were trained and dedicated to provide service to the contract
- The average retention rate of line staff (customer service agents) dedicated to provide service to the contract
- The average number years court collections experience per line staff employee (customer service agent) dedicated to provide service to the contract

Please provide details of what experience, if any, staff assigned to this contract has with:

- Compliance with the State of Texas Office of Court Administration's Collection Improvement Program
- Experience working within a Court

**Tab 6 – Experience:** Provide a narrative of your specific expertise, experience, and compliance regarding Items 7.1-7.7 and Items 12.1-12.32 in Section 0500 Scope of Work.

**Tab 7 – Sample Documents:** Provide samples per Items 12.3, 12.20, 12.24, 12.25, and 12.26 in Section 0500 Scope of Work.

# Section II

**Acceptance Period:** All responses are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFQS closing date unless a longer acceptance period is offered in the response.

**Proprietary or Confidential Information:** All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

**Preparation Costs:** All costs directly or indirectly related to preparation of a response to the RFQS or any oral presentation required to supplement and/or clarify an offer which may be required by the City shall be the sole responsibility of the Offeror.

**Compliance:** The Offeror agrees to compliance with terms of this RFQS and with all applicable rules and regulations of Federal, State, and Local governing entities.

## Section III

## **EVALUATION FACTORS AND AWARD:**

**A. Competitive Selection:** This procurement will comply with applicable City Policy. The most qualified Offeror will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall

# CITY OF AUSTIN PURCHASING OFFICE RESPONSE PREPARATION INSTRUCTIONS AND EVALUATION FACTORS SOLICITATION NUMBER: RFQS 4600 EAD0302

be applied to all eligible, responsive Offerors in comparing responses and selecting the most qualified Offeror. Award of a Contract may be made without discussion with Offerors after submissions are received. Responses should, therefore, be submitted on the most favorable terms.

- **B. Evaluation Factors**: All responses will be evaluated based on the following criteria and rankings. **Maximum 100 points.** 
  - 1. Personnel reference Section I, Tab 5 (45 points)
  - 2. Experience & References Reference Section I, Tab 4 and Tab 6 (45 points)
  - 3. Sample Documents Reference Section I, Tab 7 (10 points)

Presentations, Demonstrations Optional. The City will score submissions on the basis of the criteria listed above. The City may select a "short list" of Offerors based on those scores. "Short-listed" Offerors may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" submissions as a result, and to make award recommendations on that basis.

37	Exchange Data/ Documents with Justice Partners (General Interfaces)					
37.1	Ability for interfaces that are not real-time to run on a scheduler.					
37.2	Ability for interfaces to email an administrator once a job has completed or failed.					
37.3	Ability for interfaces to produce an electronic report of its completion listing any and all errors including detail to address the errors with minimum research.					
37.4	Ability for thescheduler to start a job after successful completion of a previous job.					
37.5	Ability for scheduled interfaces to be fully automated.					
37.6	Ability for interfaces to be put on a scheduler multiple times if the need exists.					
37.7	Ability for a scheduled interface's executables to be easily identifiable from the server so that each is distinguishable from other interfaces running.					
37.8	Ability for interfaces that process a set of cases, for the court to specify a list of cases without using the select logic for that interface.					
37.9	Ability for interfaces that process a set of cases, for the court to specify a list of cases that will be included/excluded for that interface, regardless of interface parameters.					
37.10	Ability for all interfaces to possess the ability to recover automatically from a failed run, regardless of reason.  Ability for an interface process to fail 'gracefully' whenever there is an interruption during file processing.					
37.11						
37.12	Ability for an interface process to report the exception with relevant information required to resolve the error.					
37.13	Ability for a failed process to restart the interface where the error occurred.					
37.14	Ability for an error report to be generated that identifies the specific error and recovery procedures.					
37.15	Ability for all interfaces to be developed using the City's Enterprise Service Bus (ESB) specification.					
37.16	Ability for all interfaces to make performance and timeframe a high priority.					
37.17	Ability to email documents using the user's default local email client.					
37.18	Ability to interact with a secure FTP site keeping backward compatibility to non-secure FTP sites as appropriate.					
37.19	Ability for any updates to State related interfaces due to legislation or law changes to be made at no cost to AMC.					

Attachment A Page 1 of 3

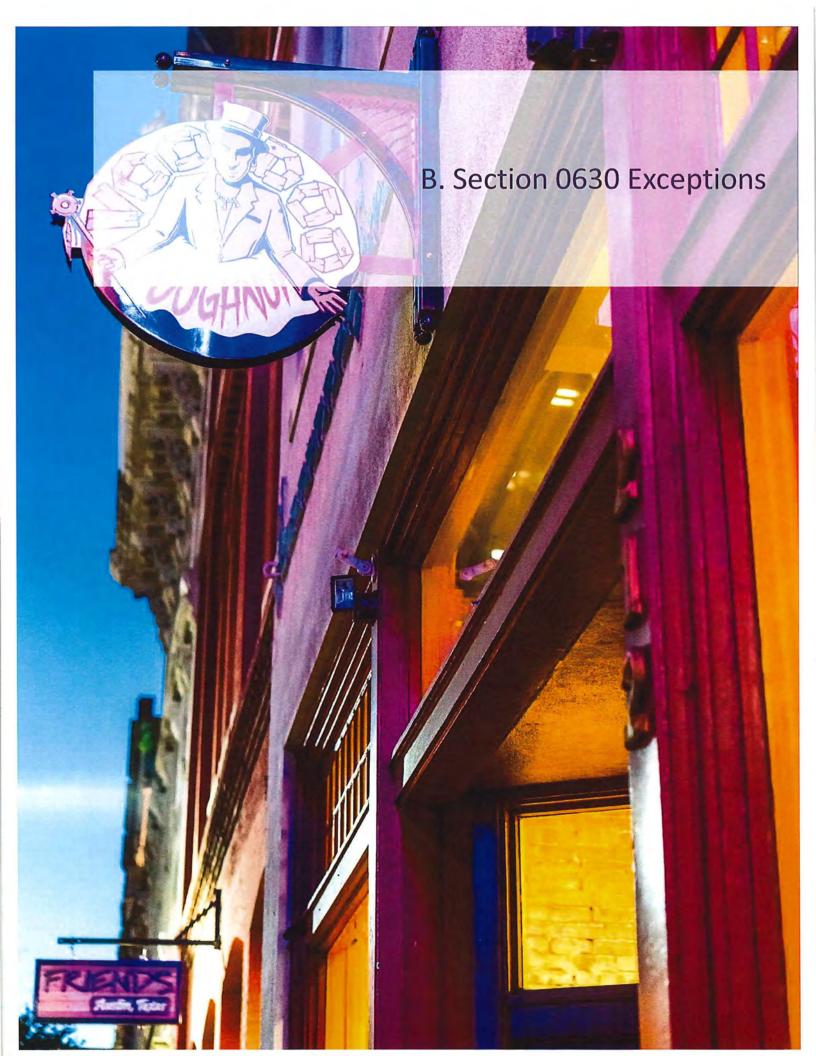
38	Collection Agency Interface				
About Collection Agency Interface	The system allows data to be exchanged between the database and the Collection Agency. The interface maintains cases reported to any collection agency. Over time, the status of records will change, until the balance due is collected, or the case is withdrawn from collections. The system tracks these changes, sending amounts paid, changes in the amount to collect, and case status changes				
38.1	Ability for data to be exchanged between the collection agency and the CMS.				
38.2	Ability for the interface to maintain cases reported to any collection agency.				
38.3	Ability to track changes over time, sending amounts paid, changes in the amount to collect and case status changes.				
38.4	Ability to interface via internet in real time with third party collection vendor(s).				
38.5	Ability for the interface to recalculate collection fees based on added, reduced or removed fines.  Ability for the interface to report collection fees as fines are added, reduced, or removed.				
38.6					
38.7	Ability to recalculate the collection fee (required by law) as partial jail time credit or community service which is applied to a case in third party collections.				
38.8	Ability to log a statement indicating a collection fee was added, reduced or removed.				
38.9	Ability to log a reduced collection fee amount with date and time.				
38.10	Ability to maintain a reference of the original collection fee amount.				
38.11	Ability for the interface to process all payments received by the collection agency to cases.				
38.12	Ability to interface with multiple collection vendors.				
38.13	Ability for the Interface to track the Collection Agency for which a case is assigned.				
38.14	Ability to track all interface related communication between Austin Municipal Court and the collection vendor(s).				
38.15	Ability to send email notification when an update is made to a case that doesn't exist at the collection agency.				
38.16	Ability to generate an exception report of Collection Agency Interface errors that occurred in the previous 24 hours.				
38.17	Ability for the Interface to sync data between Austin Municipal Court and the collection vendor(s).				

Attachment A Page 2 of 3

# Interface Requirements

<b></b>	. ,
38.18	Ability to store data between Austin Municipal Court and the Collection Agency, anytime communication fails, and data is resent with the connection is restored.
38.19	Ability to utilize real-time interface in place of a batch process for Collection Vendors.
38.20	Ability to apply real-time updates to the Collection Vendor when payments are taken.
38.21	Ability to take the appropriate action (such as close a case), when payments are made through the Collection Vendor.
38.22	Ability to update the Collection Vendor in real-time when actions put a hold on collection efforts.
38.23	Ability for the CMS to send changes that affect collection, such as balance adjustments, restarts, status change, reversal (bad checks) and withdrawals.
38.24	Ability to manually mark cases to be sent to collection agencies.
38.25	Ability to manually mark cases to not send to Collection Agencies.
38.26	Ability for the interface to create a monthly invoice of monetary fees due to the vendor.
38.27	Ability to create a reconcile (sync) file automatically as a routine scheduled job on demand to ensure data is in sync with the court and collection agency.

Attachment A Page 3 of 3





# CITY OF AUSTIN PURCHASING OFFICE EXCEPTIONS RFQS 4600 EAD0302

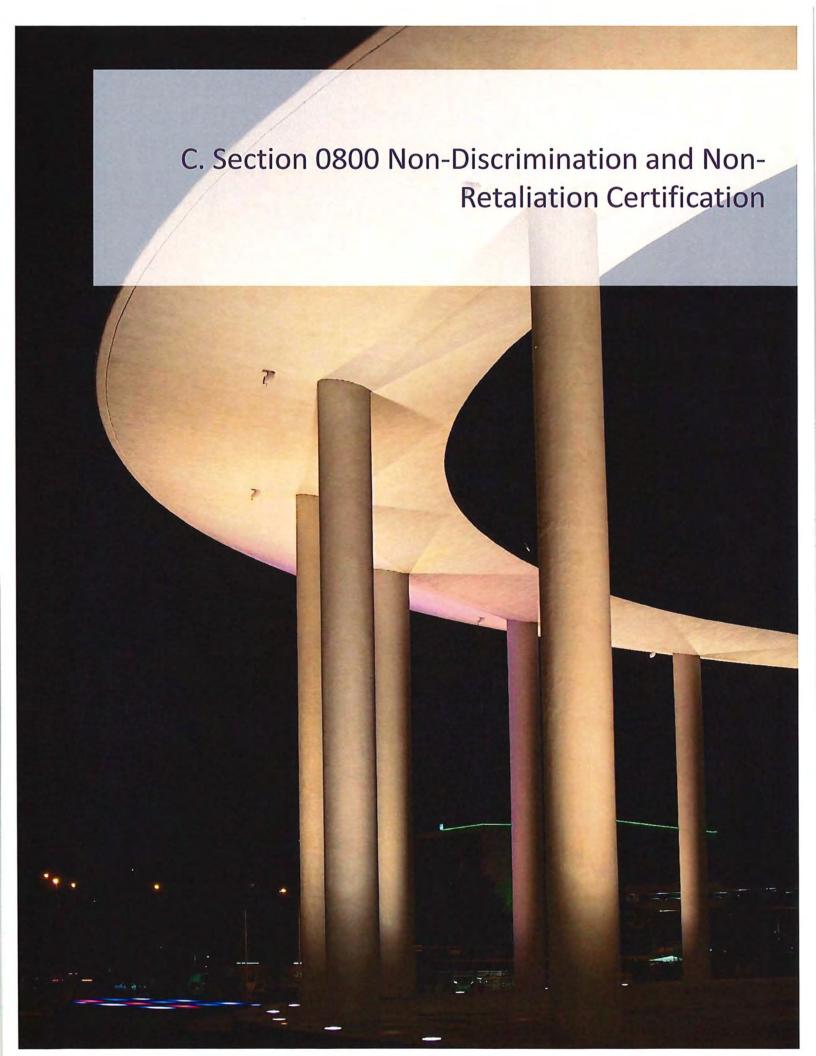
## Solicitation Number:

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. Complete the exception information indicating each exception taken, provide alternative language, and justify the alternative language. Copies of this form may be utilized if additional pages are needed.

Failure to agree to the standard contract terms may result in the City choosing to move forward with an award of a contract to the next best Offeror.

The City, at its sole discretion, may negotiate exceptions that do not result in material deviations from the sections contained in the solicitation documents. Material deviations as determined by the City may result in the City deeming the Offer non-responsive. The Offeror that is awarded the contract shall be required to sign the contract with the provisions accepted or negotiated.

Page Number	Section Number	Section Description
Alternative Langua	age:	
Justification:		



# City of Austin, Texas Section 0800 NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas

Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

# City of Austin Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their compliant, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

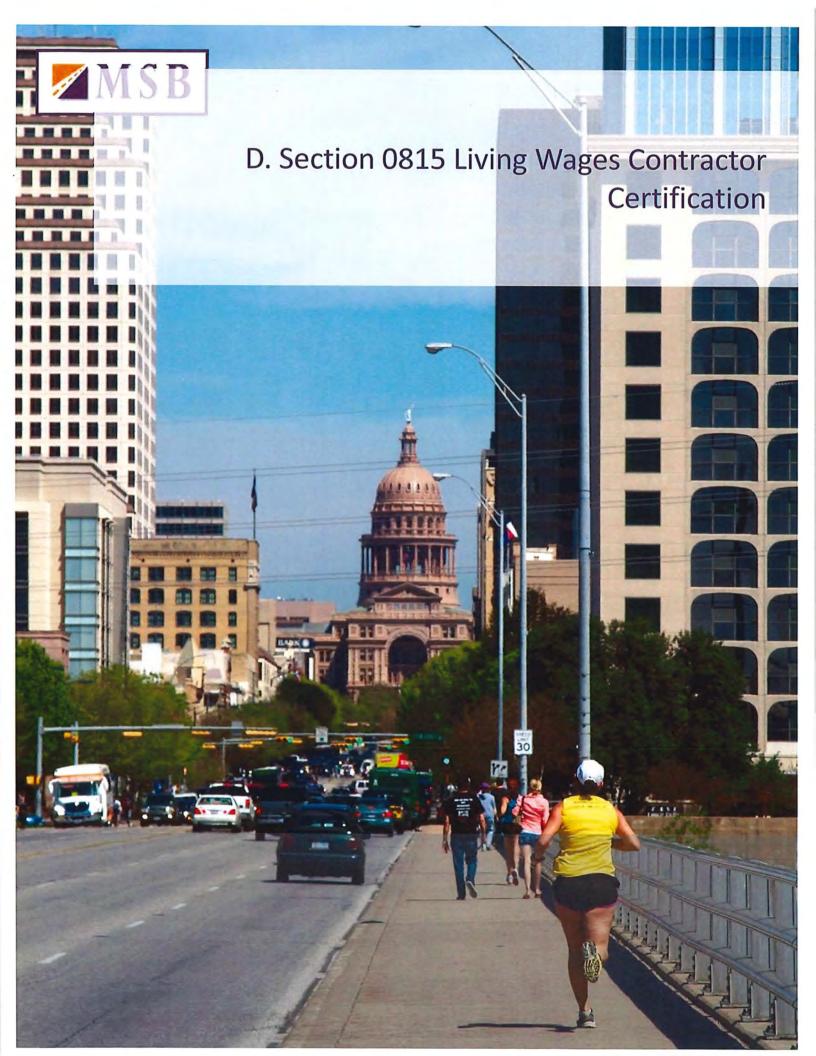
### Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

#### Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filling. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this	6th	day of <sup>I</sup>	March	, 2018	
				CONTRACTOR	Gila LLC d/b/a MSB
				Authorized Signature	
				Title	VP of Business Development



# Section 0815: Living Wages Contractor Certification

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees of the Prime Contractor and all tiers of subcontractors directly assigned to this City contract a minimum Living Wage equal to or greater than \$14.00 per hour.

(1) The below listed individuals are all known employees of the Prime Contractor and its subcontractors who are directly assigned to this contract, and all are compensated at wage rates equal to or greater than \$14.00 per hour: Please see attached sheet for the list of names and other required information.

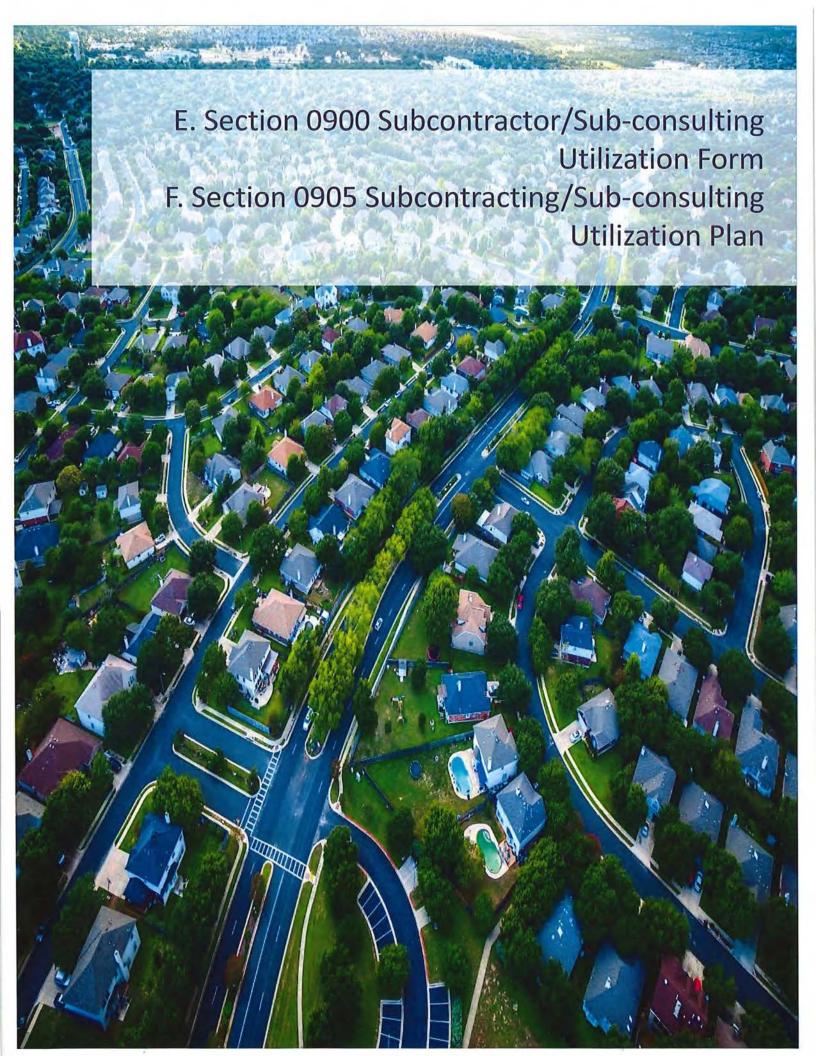
Employee Name	Employer	Prime or Sub	Your Normal Rate	Employee Job Title
9				

- (2) All future employees of both the Prime Contractor and all tiers of subcontractors directly assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$14.00 per hour.
- (3) Our firm will not retaliate against any employee of either the Prime Contractor or any tier of subcontractors claiming non-compliance with the Living Wage provision.

A Prime Contractor or subcontractor that violates this Living Wage provision shall pay each of its affected employees the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision by either the Prime Contractor or any tier of subcontractor, or fraudulent statements made on this certification, may result in termination of this Contract for Cause, subject the violating firm to possible suspension or debarment, or result in legal action.

I hereby certify that all the listed employees of both the Prime Contractor and all tiers of subcontractors who are directly assigned to this contract are paid a minimum Living Wage equal to or greater than \$14.00 per hour.

Contractor's Name:	Gila d/b/a Municipal Services Bureau (MSB)
Signature of Officer Authorized Representative:	Date: 3/6/2018
Printed Name:	Jordan Freytag
Title	VP of Business Development



# MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form

SOLICITATION NUMBER	t: RFQS 4600 EAD0302
SOLICITATION TITLE:	Collection of Delinquent Municipal Court Cases for the City of Austin

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

#### Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
  b.)Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.
- NO, I DO NOT intend to use Subcontractors/Sub-consultants.

  Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

  YES, I DO intend to use Subcontractors /Sub-consultants.

  Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting

("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information

Company Name

City Vendor ID Code

Physical Address

City, State Zip

Phone Number

Email Address

Is the Offeror

City of Austin M/WBE

certified?

Indicate one: MBE WBE MBE/WBE Joint Venture

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed Subcontracting/Sub-Consulting Utilization Plan, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the Request For Change form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my Subcontractor to begin work, unless I first obtain City approval of my Request for Change form. I understand that, if a Subcontractor is not listed in my Subcontractor to begin work, unless I first obtain City approval of my Request for Change form.

Jordan Freytag, VP of Business Developmen

, 3/6/2018

Name and Title of Authorized Representative (Print or Type)

Sgnature/Date

# MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM

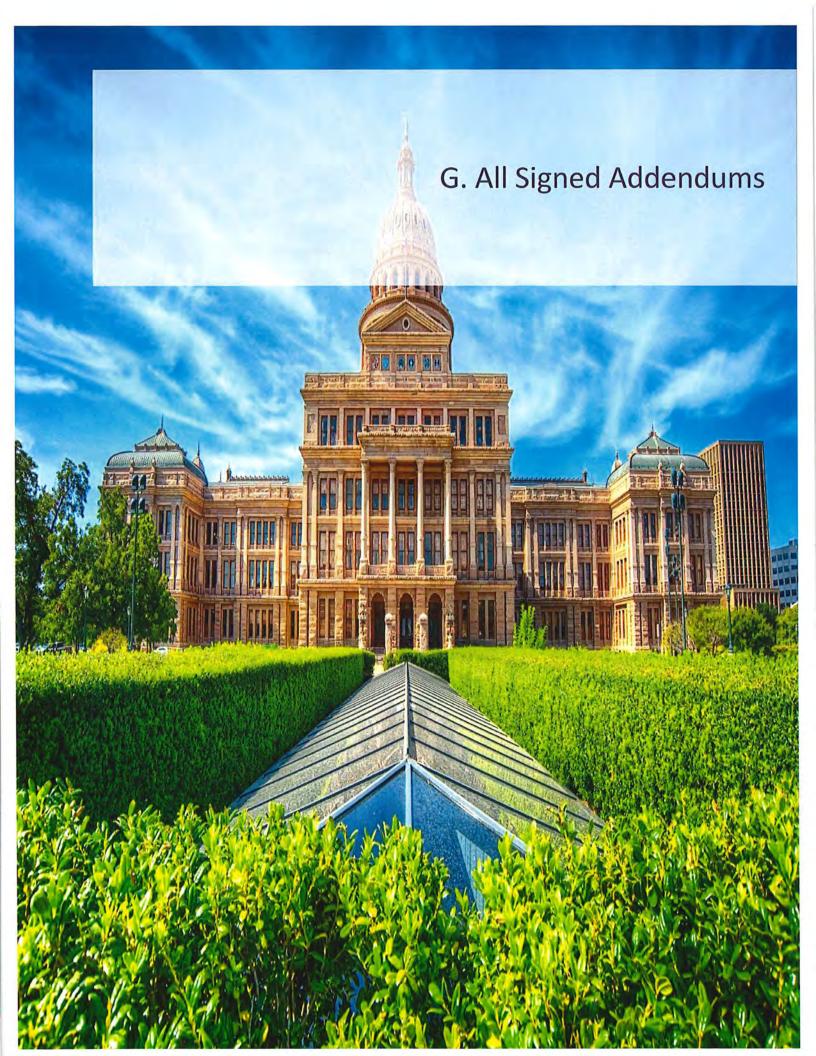
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

11116		CITATION NUMBER: RFQS 4600 EAD0302 CITATION TITLE: Collection of Delinquent Municipal Court Cases for the City of Austin
-	N/A	
	retain	RUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts who ing Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED O-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection
	I inte	end to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).
	974-7 certif Subc	uctions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin fied M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's contractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) the table below and must include the following documents in their sealed Offer:
		Subcontracting/Sub-Consulting Utilization Form (completed and signed) Subcontracting/Sub-Consulting Utilization Plan (completed)
	I int	end to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.
		nuctions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first onstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.
	STE STE the f	P ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract; P TWO: Perform Good Faith Efforts (Check List provided below); P THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include following documents in their sealed Offer: Subcontracting/Sub-Consulting Utilization Form (completed and signed)
		Subcontracting/Sub-Consulting Utilization Plan (completed)  All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)
	GOO	DD FAITH EFFORTS CHECK LIST -
	in or	n using NON-CERTHTED Subcontractor/Sub-consultants(s), <u>ALL</u> of the following CHECK BOXES <u>MUST</u> be completed der to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed r. Documentation CANNOT be added or changed after submission of the bid.
		Contact SMBR. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
		Contact M/WBE firms. Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

# MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE) PROCUREMENT PROGRAM

Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan

SOLIC	CITATION NUMBER: RFQS 4600 EAD0302
SOLI	CITATION TITLE: Collection of Delinquent Municipal Court Cases for the City of Austin
	Follow up with responding M/WBE firms. Offeror shall follow up with all M/WBE firms that respond to the Offeror's request. Offerors shall provide written evidence of their contact(s): emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.
	Advertise. Offerors shall place an advertisement of the subcontracting opportunity in a local publication (i.e. newspaper, minority or women organizations, or electronic/social media). Offerors shall include a copy of their advertisement, including the name of the local publication and the date the advertisement was published.
	Use a Community Organization. Offerors shall solicit the services of a community organization(s); minority persons/women contractors'/trade group(s); local, state, and federal minority persons/women business assistance office(s); and other organizations to help solicit M/WBE firms. Offerors shall provide written evidence of their Proof of contact(s) include: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, organization contacted, phone number, email address and contact person.





# ADDENDUM CITY OF AUSTIN, TEXAS REQUEST FOR QUALIFICATION STATEMENTS COLLECTION OF DELINQUENT MUNICIPAL COURT CASE BALANCES FOR THE CITY OF AUSTIN

Solicitation: RFQS 4600 EAD0302 Addendum No: 1 Date: February 26, 2018

This addendum is to incorporate the following changes to the above referenced solicitation:

# 1. Questions and Answers.

- (Q1) Regarding the specifics of the Solicitation's Scope of Work, Item 12.22, are email and chat communication methods an absolute requirement?
- (A1) No. Email and chat communications are preferred, but not mandatory.
- (Q2) Are satellite payment locations or kiosk operated by the City? Does the City require the Contractor to provide this type of support?
- (A2) Satellite payment locations and/or kiosk are not required for the resulting Contract. If a Respondent to this Solicitation proposes to offer satellite payment locations or kiosks, the Respondent is required to provide support services for these payment locations.
- (Q3) Are there any requirements to utilize Minority- or Women-Owned Businesses or spend requirements with certified Minority or Women-Owned Businesses for the Contract?
- (A3) No. There are not any requirements to subcontract to a Minority- or Women-Owned Business for the Contract. If a Respondent intends to subcontract a portion of the work for the Contract, they must indicate so on the Solicitation's Section 0900, Subcontracting/Sub-Consulting Utilization Form as well as indicate so and follow the process indicated on the Solicitation's Section 0905, Subcontracting/Sub-Consulting Utilization Plan. Specific questions regarding these forms can be directed to the Small and Minority Business Resources Department at 512-974-7600 or SMBRComplianceDocuments@austintexas.gov.
- (Q4) Please confirm the due date for Solicitation Responses is March 8, 2018.
- (A4) Solicitation Responses are due no later than 2:00 PM Central Time on March 8, 2018.
- (Q5) What is the date by which you will answer questions?
- (A5) The City endeavors to respond within a few calendar days of all questions submitted by the Solicitation's deadline for questions.
- (Q6) Is there a deadline for questions?
- (A6) All questions and requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to <a href="mailto:erin.dvincent@austintexas.gov">erin.dvincent@austintexas.gov</a> by close of business, fourteen (14) calendar days before the solicitation due date.
- (Q7) To what extent will the location of the Respondent's proposed location or headquarters have a bearing on any award?
- (A7) A Respondent's business location or headquarters location will not have any bearing on the Solicitation's evaluation or recommendation for award.
- (Q8) Please describe the City's level of satisfaction with the current vendor or vendors for this service.
- (A8) The City's level of satisfaction does not have a bearing on this Solicitation and therefore the City will not disclose such information as part of this Solicitation process.

- (Q9) If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new Contractor(s) as a one-time placement at Contract start up?
- (A9) All existing balances on the Contract effective date will be transferred to the awarded Contractor. Any active case balances for open legal cases will also be transferred to the awarded Contractor.
- (Q10) What computer software does the Municipal Court currently use to manage the accounts and inventory? Are there plans to change the software in the future? If so, when would the software change take place?
- (A10) The Municipal Court currently uses a software called Judicial Enforcement Management System (JEMS). The Solicitation's Section 0500, Scope of Work, Item 11.1 states, "The Court is in the process of implementing a new Case Management System, eCourt, a Journal Technologies product. Implementation is expected to take approximately 2 ½ 3 years. The Selected Contractor is required to assist the Court with the implementation of the new system." Additional Contractor requirements for the system implementation/interfacing/migration are listed in the Solicitation's Section 0500, Scope of Work, Item 12.
- (Q11) Does the Municipal Court subscribe to any offset programs?
- (A11) No. The Municipal Court does not currently subscribe to any offset programs.
- (Q12) The Solicitation's Section 0600, Response Preparation Instructions and Evaluation Factors, Section I, Tab 1, E. indicates that respondents must submit form Section 0835 Nonresident Bidder Provisions. This form is not included in the Solicitation package. Please advise if this form is required as a submittal.
- (A12) Form 0835 Nonresident Bidder Provisions is not a required submittal for this Solicitation. See also this Addendum's Item 2. Clarifications.
- (Q13) Will accounts be primary placements, not having been serviced by any other outside collection agency and/or will you also be referring secondary placements? If so, should respondents provide proposed fees for secondary placements also?
- (A13) The Contractor will receive an initial one-time placement of accounts assigned to the previous vendor that are in an active status with a balance due at the time the project is implemented. Thereafter, all accounts will be primary placements. Fees are dictated by Texas state law and the law does not allow additional fees to be added by the Contractor.
- (Q14) Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on the City's behalf, with the City's explicit approval?
- (A14) No. The City will not permit the Contractor to litigate any balances related to the Contract.
- (Q15) What is the total dollar value of accounts available for placement now by category, including any backlog?
- (A15) The Solicitation's Scope of Work, Item 10.0 indicates "From October 1, 2015 through September 30, 2016, the Court referred approximately 61,280 cases to third party collections. The total case balance for referred cases was approximately \$12,557,181. No additional data will be provided at this time."
- (Q16) What is the average balance of accounts by category?
- (A16) The Solicitation's Scope of Work, Item 10.0 indicates "From October 1, 2015 through September 30, 2016, the Court referred approximately 61,280 cases to third party collections. The total case balance for referred cases was approximately \$12,557,181. No additional data will be provided at this time."
- (Q17) What is the monthly or quarterly number of accounts expected to be placed with the Contractor(s) by category?
- (A17) Per the Solicitation's Scope of Work, Item 10.0, the Court cannot predict or guarantee the number of accounts expected to be placed with the Contractor.
- (Q18) What is the monthly or quarterly dollar value of accounts expected to be placed with the Contractor(s) by category?
- (A18) Previous years values are referenced below. The Court cannot guarantee future year values will be similar to previous years.

Oct-1	5 5	43,697.61	Oct-15	S	56,545.89	Oct-14	5	67,609.29
Nov-1		37,104.60	Nov-15		50,781.53	Nov-14		54,219.69
Dec-1	5 \$	34,138.87	Dec-15	2	50,585.48	Dec-14	2	69,630.76
Jan-1	7 \$	38,967.90	Jan-16	\$	53,583.70	Jan-15	5	67,755.77
Feb-1	7 5	182,018.44	Feb-16	\$	145,113.09	Feb-15	5	139,601.08
Mar-1	1 \$	126,687.38	Mar-16	\$	133,739.52	Mar-15	\$	162,022.02
Apr-1	7 \$	61,621.60	Apr-16	\$	71,314.21	Apr-15	\$	87,218.04
May-1	7 \$	58,018.59	May-16	\$	54,759.88	May-15	\$	68,713.36
Jun-1	7 \$	49,288.37	Jun-16	\$	50,086.87	Jun-15	\$	61,176.23
Jul-1	7 \$	45,800.50	Jul-16	\$	46,982.82	Jul-15	\$	64,647.71
Aug-1	7 \$	52,410.75	Aug-16	\$	52,910.51	Aug-15	\$	59,642.75
Sep-1	7 \$	42,534.61	Sep-16	\$	45,087.27	Sep-15_	\$	54,965.66
	\$	772,289.22		\$	811,490.77		5	957,202.36

- (Q19) What has been the historical rate of return or liquidation rate provided by any incumbent(s) and/or what is anticipated or expected as a result of this Contract?
- (A19) Contractor performance expectations are outlined in the Solicitation's, Scope of Work, Item 12.2 and 12.26.
- (Q20) How will the Contractor need to handle checks or money orders and who will the checks or money orders need to be made payable to?
- (A20) The Contractor is responsible for collecting payments. Checks and money orders collected by the Contractor will be payable to the Contractor. Additional information regarding payment requirements is available in the Scope of Work, Item 12.,
- (Q21) How will the Contractor need to process electronic payments? Is the Contractor permitted to use ACH, credit cards and debit cards?
- (A21) The Contractor shall offer multiple methods for defendants to remit payments. At a minimum, the Contractor shall offer checks, money orders and credit cards as payment methods for Court case balances. The Contractor's cost for transaction fees associated with credit card payments and/or ACH payments shall be borne by the Contractor and not passed on as an additional charge to the defendant.
- (Q22) How many vendors does the City anticipate recommending for award?
- (A22) The City anticipates a single award for this Solicitation.
- (Q23) What collection activity does the Municipal Court perform internally before an account is referred to the Contractor for collection?
- (A23) The Court complies with all legally required collection activity (reference Texas Administrative Code Chapter 175 Collections Improvement Program (1 TAC 175). In addition, the Court performs additional activities to include automated dialer reminder, manual contacts additional notices, skip tracing, special campaigns (i.e. Warrant Amnesty) and non-officer field visits to increase compliance with court orders.
- (Q24) How frequently does the Municipal Court refer accounts to the Contractor (daily, weekly, monthly, quarterly)?
  (A24) The Court's current interface is designed to refer eligible accounts to the Contractor on a daily basis. The Contractor is expected to be able to receive and send related data via a real-time interface when the Court implements a new case management system.
- (Q25) Does the Municipal Court add collection costs to accounts? If so, what documentation does the Municipal Court have to authorize the addition of such costs?
- (A25) Collection costs are dictated by law and the contractor will be paid as referenced in the Solicitation's Scope of Work, Item 7.
- (Q26) The Solicitation's Response Preparation Instructions and Evaluation Factors, Tab 7 requests that certain documents be submitted with a response. Please provide more information about what is requested as far as documentation for the Scope of Work's Item 12.3.

- (A26) The City requests a sample of one of your company's current or previous court collection interface technical schemas.
- (Q27) At the Pre-Offer Conference, Kim from the Municipal Court mentioned that collection placements have been declining. Does the Court have 2017 placement numbers available?
- (A27) That information is not available at this time.
- (Q28) The Municipal Court stated that backlog cases currently at the incumbent may be placed with a new vendor.

  Can the Court provide an estimate on the number of cases and the dollar amount of the current backlog?
- (A28) The Solicitation's Scope of Work, Item 10.0 indicates "From October 1, 2015 through September 30, 2016, the Court referred approximately 61,280 cases to third party collections. The total case balance for referred cases was approximately \$12,557,181. No additional data will be provided at this time."
- (Q29) Can the Municipal Court provide a breakdown of placements by case type and the number of cases and what is the dollar amount? For example, on red light camera cases, how many placements were made and what are the average balances?
- (A29) That information is not available at this time.
- (Q30) In the Solicitation's Scope of Work, Item 12.29, for the requirement to have staff on-site for implementation, is it acceptable to place a project manager on site during implementation where the project manager coordinates with an external team?
- (A30) No. The Court expects technical staff to be available on site during implementations.
- (Q31) In the Solicitation's Scope of Work, Item 12.25, does the Municipal Court have goals for case category (red light, parking, etc.) or a cumulative collection rate target?
- (A31) The expectations listed in the Solicitation's Scope of Work, Item 12.25 are cumulative and not based on case category.
- (Q32) Regarding the Living Wage requirements, for collection agents directly assigned to this Contract, is it acceptable to factor in weekly/monthly bonuses to meet the minimum \$14.00/hour rate?
- (A32) No. The Living Wage provision requires that all Contractor and Subcontractor employees directly assigned to the Contract to make a minimum of \$14.00 per hour regardless of whether bonuses or other compensation is available.
- (Q33) The Solicitation's Response Preparation Instructions and Evaluation Factors, Tab 7 requests "samples" for the Scope of Work's Item 12.24. This item discusses the special collection campaign outreach. A program of this type would be highly customized to the particular client, community and specific campaign. Can you clarify what "sample" the City requests in response to this item?
- (A33) The City requests a sample of a special collection campaign outreach the Respondent has conducted for a current or previous customer.
- (Q34) The Solicitation's Response Preparation Instructions and Evaluation Factors, Tab 5 requests "the number of line staff (customer service agents) dedicated to provide service to the contract" in the first bullet under the Tab 5 definition. Can you clarify whether the intention is to request the number of collection representatives or customer service representatives?
- (A34) The requested number of line staff (customer service agents) dedicated to provide service to the contract" refers to the number of Contractor and, if applicable Subcontractor staff that will conduct collection activities for and directly interface with the Court's customers.
- Clarifications. The Solicitation's Section 0600, Response Preparation Instructions and Evaluation Factors, Section I, Tab 1, E. is hereby removed in its entirety. Offerors do not need to submit the Section 0835 Nonresident Bidder Provisions document with their response.
- 3. Additional Information. The sign-in sheet for the pre-offer conference is attached.
- 4. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Name	Authorized Signature	Date
Jordan Freytag		3/6/2018
ACKNOWLEDGED BY:		
ALTHOVED DI.	Marian Moore, Procurement Specialist III Purchasing Office, 512-974-2062	Date
APPROVED BY:	ma	2/26/18
referenced Solicitation.	below, this Addendum is hereby incorporated into and	made a part of the above

<u>RETURN A COPY OF THIS ADDENDUM</u>
to the Purchasing Office, City of Austin, Texas with your response.
Failure to do so may constitute grounds for rejection.







# **Authorized Negotiator**

RFQS 4600 EAD0302 Collection of Delinquent Municipal Court Case Balances for the City of Austin

Below is the primary business and project contact for this proposal who is authorized to negotiate and execute binding contract terms.

Jordan Freytag

VP – Business Development

MSB Government Services

8325 Tuscany Way

Austin, TX 78754

512.323.4301

jordan.freytag@gilacorp.com



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\*Proprietary and Confidential. Section 0815 - List of Employees\* 12.3 Interface Schema\* 12.20 Sample Scripts\*

12.24 Sample Collection Campaigns\*



# **EVALUATION CRITERIA**

To facilitate scoring, Gila, LLC d/b/a Municipal Services Bureau (MSB) provides a breakdown of key data included in the City of Austin's (City) Request for Qualification Statements (RFQS). Each section expands upon the information provided below.

# In summary, MSB is:

- Your Best Choice based upon the City's criteria;
- An established, proven court collection provider of more than 27 years in the industry;
- Offering a highly competitive fee; and
- Our sole purpose is to provide collection services for governmental agencies nationwide, predominantly courts.

# Criteria highlights are as follows:

### Personnel – 45 Points

- Call center agents trained on State of Texas Office of Court Administration's Collection Improvement Program
- Personnel with experience working within a Court
- eVerify Employer
- Background checks and fingerprinting for all employees
- Confidentiality Agreement signed by all employees
- Bilingual collection staff (>40% of employees)
- Agents trained specifically to collect court cases
- Providing a primary, dedicated Client Services Representative as well as additional backup representatives
- Certified IT personnel with outstanding credentials

# Experience and References – 45 Points

- Local Austin, Texas office housing 400+ employees including call center agents
- MSB's specialized court collection experience enables us to perform the exact services the City is requesting in your RFQS to our clients.
- Successful collection contracts with more than 600 clients in all 50 states nationwide, including Washington D.C.
- Higher collection and revenue recovery results than our competitors.
- State-wide contracts with Arizona, California, Colorado, Delaware, Florida, Hawaii, Kansas, New Mexico, Oklahoma, Oregon, South Dakota, Texas, Utah & Vermont.



- References and testimonials from satisfied court clients.
- Local Austin office established in 1991; all work performed from this office since inception of the contract
- Local, walk-in payments accepted
- Employ 400+ Austin-area residents
- Local Project Manager available for face-to-face meetings
- All payments processed in a secure facility onsite at the Austin office
- Daily bank courier service for same-day deposits
- Local IT staff available for onsite implementation for any requested changes from the current business requirements and during implementation of new case management system
- Active Member of the Association of Credit and Collection Professionals (ACA International), maintaining the highest ethical standards; No complaints.
- Named a BBB Accredited Business while maintaining an "A+" Rating from the Better Business Bureau (BBB), indicating the BBB's highest level of confidence that MSB operates in a trustworthy manner and will make all good faith efforts to resolve customer concerns.
- MSB's Vice President of Business Development is the Treasurer of the Texas Chapter of ACA International
- MSB Named a Top Government Service Company by INC.com.
- Received the "Fast 50" Award from the Austin Business Journal (50 Fastest Growing Private Companies in Central Texas) Eight Times.
- Honored as one of the Top Seven Collection Technology firms in the nation by CollectionTechnology.net.
- Named one of the top 25 "Best Places to Work in Collections," by insideARM.com and Best Companies Group.
- Above reproach, ethical collection practices:
- Compliant with all collection laws and regulations
- Follow strict Code of Ethics
- No State, Federal, or International Regulation Violations
- Member of ACA Government Services Program
- Multiple Dialing Platforms including LiveVox, a TCPA-compliant method to dial phones; Digital Predictive Dialer; and Agentless Calls
- Extended evening and weekend hours
- Toll free telephone number for defendants
- Secure online portal provided for clients as well as defendants
- Smartphone tag on collection letters
- IVR telephone system records all inbound and outbound calls
- Multiple Payment Options: Web based payments, as well as payments by credit/debit card, via phone, electronic check-by-phone, mail, Money Gram,



Western Union Quick Collect, all Ace Cash Express stores nationwide, Kroger and HEB stores; local walk-in payments at our offices

- Local, regional and national skip tracing services
- Licensed to collect throughout the United States
- Equal Opportunity Employer
- Continuing, on-the-job training and quality monitoring for all employees by management
- Online, real time access to cases
- Ability to electronically send referral, payment and rescission information through secure FTP
- Comprehensive Disaster Recovery Plan in place, including the Agility partnered solution, providing a fully operational collection center within 48 hours of a disaster

# Sample Documentation – 10 Points

- Time tested, proven letter series
- Bilingual printed notices
- Custom scripts
- Established interface design
- Experience in specialized collection campaigns
- Customized Collection Software
- Customized and ad hoc reporting available
- Time tested, proven report methodology
- Comprehensive data provided detailing MSB's collection progress
- Full cooperation with audit inquiries and requests







# TAB 3 — EXECUTIVE SUMMARY:

Provide an Executive Summary in brief, concise terms, a summation of your qualifications. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization is the most qualified in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Turnkey Solution We are excited to submit our proposal to provide collection of delinquent municipal court case balances.

MSB was founded in 1991 specifically to provide collection services to Texas municipal courts, the exact services outlined in the Court's RFQS.

MSB currently works with more than 600 courts nationwide including dozens of entities in Texas and is an active member of the Association of Credit and Collection Professionals (ACA International), the National Association for Court Management (NACM) and a named sponsor for the Texas Court Clerks Association (TCCA).

MSB is eager to continue to put our resources to work for the Court in a customized collection program to meet your individual needs while adjusting to any requested changes. Three specific attributes of our success are:

<u>Experience-</u> MSB's unique niche in the government collections industry provides our clients with the most successful techniques before, during and after the collection process. We know what works best for you.

<u>Execution-</u> MSB sets itself apart by executing on case resolution. We never stop working to resolve a case, whether it be monetary or non-monetary means, and have documented collection success with our clients.

<u>Ethics-</u> MSB is above reproach and compliant with all collection laws and regulations, with every defendant always treated with courtesy and respect.

You will find MSB always utilizes the necessary software and hardware components and skilled knowledgeable personnel to assure the Court that we are qualified to exceed your expectations set forth in this RFQS. With specific knowledge necessary to perform each item of the Scope of Work, MSB will maximize compliance while maintaining technical accuracy of data communication and reporting.

MSB's digital technology and highly automated systems offer our clients a flexible, innovative solution for their collection needs. We are a firm capable of and



experienced in managing the type and volume of cases proposed by the Court. We successfully service millions of new cases each year, including cases from some of the largest jurisdictions in the nation and the State of Texas. MSB has been collecting for Texas municipal courts for 27 years and has the direct knowledge of performing all required tasks of the City's RFQS. Since MSB is the incumbent on this project, we currently have the dedicated personnel and resources in place to meet the City's needs; this will not be jeopardized by the needs of other clients due to continuous hiring of staff, no volume restrictions with our case management system, additional square footage for build-out, if necessary, and unlimited storage space, phone lines and network capacity.

MSB is committed to maintaining the highest standards of professional conduct and business ethics. MSB understands we will receive cases only after the Court has exhausted their internal collection efforts including those mandated by Article 103.0033 of the Texas Code of Criminal Procedure, Chapter 175 of the Texas Administrative Code and as outlined in City of Austin Municipal Code, Section 12-1-65 (C). We work closely with each defendant providing to help them resolve their obligation with dignity. Our employees, many of whom are bilingual, speak with each defendant to determine their reason for not paying and work to overcome the objection including sharing all remaining options including those individuals who may be receiving government assistance, completing affidavits for those who are unable to pay, requests to see a Judge or requesting community service.

MSB believes that one of its strongest and best qualifications to perform collection services on behalf of the Court is the company's exclusive focus on the recovery of governmental entities including decades of Texas municipal court collection experience. We do not work with the private sector. The number of agencies focusing exclusively on debts and obligations to units of state and local government is very small. MSB provides their clients with dramatically higher compliance rates because of this specialization.

### MSB is a Local Provider

- MSB will provide all services from our state-of-the-art 55,000 square foot collection office in Austin, Texas.
- MSB works with the following local entities: Austin/Travis County EMS, Austin Energy, Travis County Central Collections Unit, Texas Department of Public Safety (DPS) and Central Texas Regional Mobility Authority (CTRMA).
- MSB has deep ties with the local community. We were voted one of Austin's fastest growing private companies eight times by the Austin Business Journal.

# Tab 4 - References





# TAB 4 — REFERENCES:



Provide a list of three (3) current or previous municipal government references with a minimum of five (5) years established and operating experience in providing collection of delinquent Municipal Court case balances services in a jurisdiction of similar size (metropolitan population equal to or greater than Austin, Texas). All reference information shall be documented and verifiable. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up.

# Each reference shall include the following:

- Agency
- Agency contract manager name and title, direct phone number, and email address
- Year contract was awarded and length of contract
- The name of the Municipal Court and start/end dates 3rd party collection services were provided
- The average number of cases referred for Collections by the Municipal Court annually
- The average number of cases referred that were resolved (closed) because of payment compliance (include details of case ageing from referral to closure)
- The number of contracts listed above for which were provided to Municipal Court collections in the State of Texas
- Number of employees assigned to collections for their contract

From rural courts to statewide court systems, MSB has a successful track record of collecting court cases while maintaining compliance and treating all citizens with respect. We have provided our specific municipal court reference information for jurisdictions of greater size than Austin in Table No. 1: Client References.



## **Table No. 1: Client References**

Agency	Contact Name Phone Number Email Address	Year Contract Awarded/ Length of Contract	Municipal Court Name and State/End Dates	Average Number of Cases Referred	Average Number of Cases Resolved due to Payment Compliance**	Texas Municipal Court Y/N*	Number of Employees Assigned to Contract
City of Dallas, Texas	Gloria Lopez Carter, Court Administrator (214) 670-4952 g.carter@dallascityhall.com	2015; 5 years	Dallas Municipal Court 1/2015 – 12/2019	1,950,000+ submitted LTD; forward flow averages 72,000+/year	18,500+/year	Y	60
City of San Antonio, Texas	Fred Garcia, Court Administrator (210) 207-7711 fred.garcia@sanantonio.gov	2014; 7 years	San Antonio Municipal Court 6/2014 – 6/2021	269,000+ submitted LTD; forward flow averages 14,000/year	10,000+/year	Υ	60
City of Phoenix, Arizona	Dominic Mertz, Financial Services Supervisor (602) 261-8719 dominic.mertz@phoenix.gov	2013; 5 years	Phoenix Municipal Court 4/2013 – 5/2018	611,000+ submitted LTD; forward flow averages 10,500/year	2,147/year	N	60

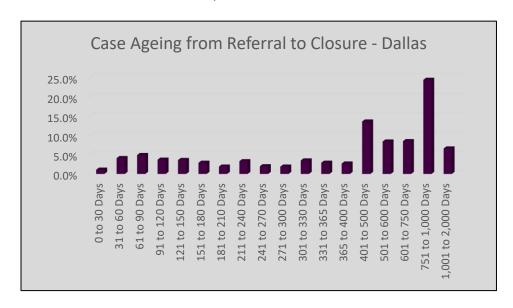
\*There are 11 jurisdictions with equal to or greater population of Austin including Austin. Of these 11 jurisdictions, only 7 of them have a municipal court and only 6 of them outsource to a third party. MSB contracts with 5 of the 6 eligible jurisdictions including all 4 of the Texas jurisdictions (Austin, Dallas, Houston, Phoenix and San Antonio).

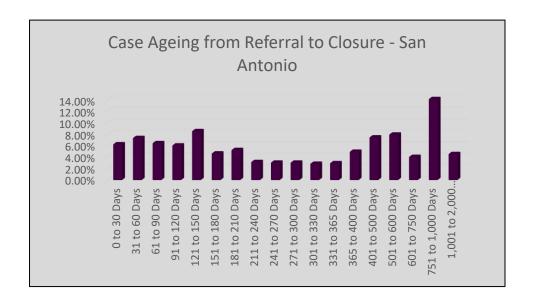
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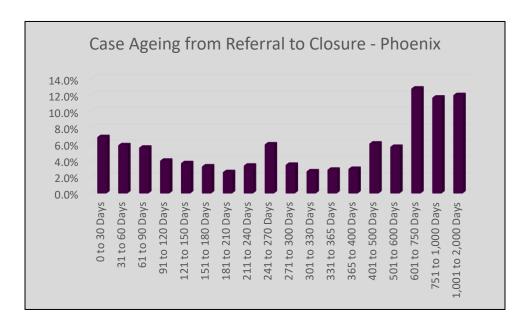
# **Case Ageing**

\*\*MSB has provided the following graphs to demonstrate the details of case ageing from referral to closure as requested in the RFQS.









# City of Dallas, Texas Municipal Court

MSB was awarded a contract by the City of Dallas to perform collection services for their Municipal Court. MSB successfully implemented the program within 30 calendar days allowing for no disruption in collection services. Highlights of our partnership with the City of Dallas include:

- MSB collected more than \$7,300,000 in revenue dollars at the end of the first year and an additional \$7,000,000+ both the second and third year in cases that had previously been placed by the former vendor
- Achieving a one year recovery rate higher than the incumbent for each year of the contract (currently years one through three)
- Processing more than 1,650,000 accounts totaling \$638,000,000 in the first submission batch
- Collecting on accounts dated as old as 2008
- Providing in-person implementation meetings to provide a seamless, quick transition

# City of Phoenix, Arizona Municipal Court

MSB is a vendor on a competitive contract with the City of Phoenix Municipal Court. The City started the contract in mid-2013 with seven vendors and removed the two lowest-producing agencies last year. Each quarter, they award incentive money to the highest producing vendors and MSB has earned more than \$225,000 in incentive money including recently placing 1<sup>st</sup> in incentive money payout - \$26,000.



### **Testimonials from Current Clients**

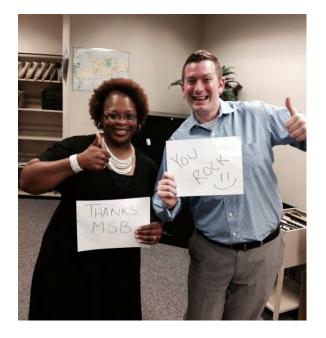
"The level of service and professionalism MSB has provided has been excellent. I have found the entire organization to be professional, highly ethical and a pleasure with which to do business. MSB has a solid understanding of the court system and empathy with which they deal with our debtors." Anchorage, Alaska Municipal Court (MSB has a 49.82% recovery rate for Anchorage traffic cases and a 31.15% recovery rate for their second placement traffic cases)

"MSB is very easy to work with very responsive – usually responds within an hour." City of Richardson, Texas

"MSB is able to get blood out of turnips with our accounts." Shasta County, California Superior Court

"MSB shares knowledge, news and benchmarking ideas, and as a result is receiving additional debt types from my court going forward." Wichita, Kansas Municipal Court

"Doing business with MSB has allowed us the ability to maintain a consistent collection effort with all of our cases, regardless of the age. The introduction of the concierge program has also benefited us greatly in helping us to streamline our processes and use our software more efficiently. MSB is always available and willing to take the time to hear concerns and take the action to resolve any of the issues that we have had thus far!" Farmers Branch, Texas







# Quality Personnel

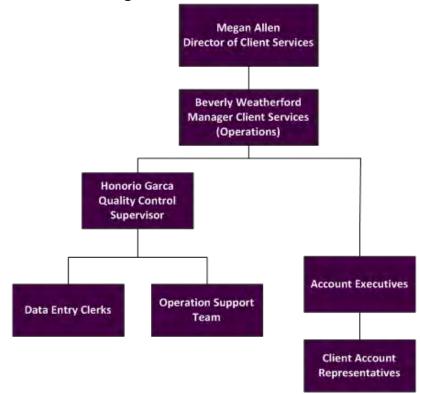
# TAB 5 - CONTRACTOR'S PERSONNEL:

Provide a general explanation and organization chart which specifies the structure and reporting responsibilities. If the use of subcontractors is proposed, identify their placement in the structure and provide a description for each subcontractor's responsibilities.

Our recruitment strategy seeks people who will add value and provide the level of service you expect.

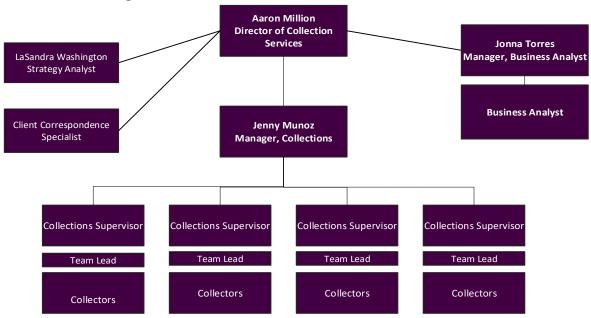
MSB will not be utilizing any subcontractors. We have provided our organizational charts and reporting responsibilities below.

# **MSB Client Services Organizational Chart**

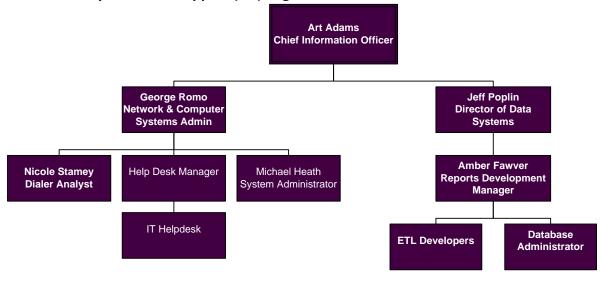




# **MSB Collections Organization Chart**



# Information Systems and Support (ISS) Organizational Chart





MSB has provided our Project Management Structure below:

# **Level One**

# Jordan Freytag, VP of Business Development

The first level in the relationship between MSB and the Court is both strategic and technical in nature. The Principal Department Heads determine internal collection policies and procedures for the Court. They also determine policies and procedures for interacting with MSB. The MSB Implementation Team assists in the implementation of those policies through Court personnel.

The MSB Implementation Team exists to facilitate the Court's policies and procedures relating to collections and to advise the Court on applicable regulatory and legislative issues that will affect outside collection activity. The Implementation Team is familiar with best practices in jurisdictions across the country and will provide such information to the Court throughout the implementation.

The key objectives of the relationship between the Department Heads and the Implementation Team are:

- Assure that collection efforts are optimal by frequent contact with the Court and MSB staff during the implementation phase.
- Assist in forming or maintaining beneficial third-party relationships with other official bodies concerned with the Court collection project.
- Establish a solid foundation to meet all terms as required within the collections contract.

### **Level Two**

# **Aaron Million, VP of Collections**

Once a decision has been made to place accounts for collection, the MSB Collection Manager has the responsibility of performing collection services on behalf of the Court. This entails the following:

- Assure that all accounts placed by the client are assigned a letter series in the shortest possible amount of time.
- Assure that all accounts with bad or missing address information are skip traced.
- Assure that all collectors are performing their job on behalf of the Court in a non-alienating fashion.
- Assure that accounts receive live contact at the earliest possible date.

As the collection process unfolds the Collection Manager will undertake the following:

Monitor partial payment agreements (installments) for customer



### compliance.

- Monitor collector calls for client contract compliance.
- Monitor collector work standards to assure the maximum number of customer contacts is achieved.
- Monitor customer disputes to assure:
  - The client is notified and proper investigation is done.
  - The account is placed in suspense pending the outcome of the investigation.
- Monitor and resolve any customer complaints.
- Request clarification from the Account Manager on any questioned fine, fee or procedure.
- Resolve any internal operational issues.

### **Level Three**

# Janet Acosta, Account Executive

The third level in the relationship between MSB and the Court is dynamic in nature. The Account Executive's responsibility is to ensure MSB's continual application of the Court's defined policies and procedures.

The MSB Account Executive exists to facilitate continual improvement to the Court's policies and procedures relating to collections and to advise the Court on applicable regulatory and legislative issues that will affect outside collection activity. The Account Executive is familiar with best practices in jurisdictions across the country and will provide such information on a regular basis. The Account Executive will keep the Court apprised of legislative initiatives at the state and national level that may affect the existing policies or procedures.

- Maximize financial recoveries for the Court by recommending best practices.
- Provide risk management services by keeping the Court informed of legislative and regulatory issues affecting the collection of delinquent accounts.
- Provide statistical reporting to the Court on MSB's collection performance.
- Ensure that all terms and conditions of the contract are adhered to on a continual basis.

#### **Level Four**

# Client Accounting Representative/Client Invoicing Specialist

Typically, our clients have the most frequent contact with our additional Client Services staff. MSB realizes the importance and convenience of having a Client Services Representative to interface with your staff on a per-need basis. In addition to the Level Three permanently assigned Account Executive, twelve additional staff members will be responsible for the following duties:



- Acquiring and entering client account submissions as instructed.
- Providing customer service support.
- Providing acknowledgement of account submissions.
- Providing client reports.
- Providing client billing.
- Performing client-requested account recalls and suspensions.
- Advising and document customer disputes.
- Performing client-requested account file changes such as new address information.
- Assuring that client remittance is submitted as required by the contract.
- Entering and tracking client daily business requests/case tickets through to completion.

MSB's Client Services department is devoted to addressing the problems or questions that you may have whenever necessary. For example, payment history or account reviews can be acknowledged as needed. The Client Services personnel are committed to serving you as their highest priority and will assist you in any way possible. MSB maintains an excellent rapport with our clients, providing constant interaction between our systems and agencies.

#### Personnel

MSB has dedicated a team of professionals to the Court's collection project that has had many years of direct experience performing collection services to municipal courts and, specifically, the Court including those listed in *Table No. 2, MSB*Personnel Tenure.

Table No. 2: MSB Personnel Tenure

Name	Position	Years at MSB
Art Adams	CIO	4
Barbara Fugler	Comptroller	21
Elye Sackmary	VP- Operations	13
Aaron Million	VP - Collections	6
Lee Rigby	Of counsel	7
Jordan Freytag	VP - Business	14
	Development	
Megan Allen	VP of Client Services	6
Janet Acosta	Account Executive	13
Beverly Weatherford	Manager, Client Services	6
Suzi Tanksley	Manager, Operations	11
Bobby Stephens	Performance Specialist	11



Key personnel who will be directly involved in the Court's collection project include:



# **Art Adams, Chief Information Officer**

Primary Work Assigned: Oversight of all systems used to transfer data with Court; management of IT personnel involved in Court implementation of web based case management system.

Art is an eight year military veteran with a background in Military Intelligence, and he also graduated from the National Cryptologic School at

Ft. Meade with honors. Art served one tour of duty with combat experience in Desert Storm. Art has an extensive background in IT management, disaster recovery, networking, and information assurance. Art recently worked for the Department of Defense where he spent the last two years as an information assurance professional performing network security audits on over 30 military installations throughout the continental US. Art currently holds numerous industry certifications, including but not limited to, the following: MCSE, CCNA, CCNP, and CISSP.



Barbara Fuglar, Vice President of Finance and Corporate Controller

Primary Work Assigned: Oversight of Financial Operations.

Barbara oversees deposit and funding activities and is the point of contact

Barbara oversees deposit and funding activities and is the point of contact if you have deposit or timing questions. Barbara is also responsible for conducting internal operations audits as both the Accounting and Operations groups have segregated reporting lines. She maintains all

collection agency licenses and insurance certificates. Barbara has more than 21 years of actual field experience in working exclusively with government clients in the finance department of MSB.



# **Elye Sackmary, Vice President, Operations**

<u>Primary Work Assigned: management of personnel who provide the payment processing functions of the Court's contract.</u>

Elye oversees MSB's state surcharge contracts, toll road ARM operations, and all back office payment processing and lockbox functions, and he has played an integral role helping MSB grow business more than 300% since he

joined the team in early 2004. Elye received a Bachelor's of Applied Arts and Sciences from Texas State University at San Marcos and graduated with Great Distinction from BAI Graduate School of Retail Banking. Elye was recognized as a Certified Public Manager by Texas Governor Rick Perry and is currently pursuing a Master's of Science of Accounting and Information Technology. Elye is active in the community as a professional life member and sponsor for the Future Business Leaders of America; a life member of the American Academy of Certified Public Managers; and a member of the American Society for Public Administration.





Primary Work Assigned: responsible for insuring MSB meets the performance metrics; determining appropriate collection treatment for the Court's cases.

Aaron is responsible for MSB's contact center operations and performance, new client implementations, strategic initiatives, and the

overall financial performance of the Government Services receivables division. He joined Gila LLC in 2011 and has more than a decade of first party, third party, government, and purchased asset recovery experience. While employed by the world's largest accounts receivable management firm, Aaron was General Manager of Recovery Operations in the Philippines, managing a staff of more than 350 employees. Prior to his role in operations, Aaron was responsible for a training department consisting of more than 30 trainers located throughout the United States, Canada, Asia and the Caribbean. Aaron also held the position of Strategy Manager responsible for a bank card portfolio generating more than \$48 million in annual recoveries.

Aaron is a certified Credit and Collection Compliance Officer and was recently awarded the designation of Fellow with ACA International, the most distinguished award granted to its members.

# Lee Rigby, Of Counsel

Primary Work Assigned: Contract drafting/review; coordination of any collection; legal efforts requested by the Court; escalated disputes, if any. Prior to joining Gila LLC d/b/a MSB, Lee spent eight years in private practice with Smith | Robertson, LLP in Austin, Texas and Fulbright & Jaworski, LLP in Dallas, Texas. Lee was Gila's first General Counsel and remains as the

Company's outside General Counsel. For Gila, Lee is responsible for assisting with ongoing compliance initiatives, dispute resolution and contractual negotiations. Lee also facilitates engagement of outside counsel to assist with litigation and garnishments. Lee's practice focuses on representation of collection agencies and creditors, commercial litigation matters involving real property and partnership disputes, derivative partnership litigation, complex litigation, and representation of commercial landlords and tenants in lease disputes and litigation. Lee has tried cases in both state and federal courts and has handled litigation for clients in Texas, California, Arizona, Kansas and Illinois. Lee received his Juris Doctor degree from Baylor University School of Law and a Bachelor of Arts degree from Clemson University.





# Jordan Freytag, Vice President of Business Development

<u>Primary Work Assigned: Overseeing the project to insure contract compliance and overall satisfaction of the client.</u>

Jordan joined Gila LLC's sales team in 2002. Her primary responsibility was positioning the company to acquire new government court and debt clients nationwide while maintaining positive relationships with existing clients. She has earned contracts that have earned the company more than

\$100,000,000 in revenue. Jordan is now responsible for the sales division including the training and managing of the sales team; creating and meeting the sales budget, forecast and revenue goals; oversight and review of all proposal responses and traveling nationwide to represent the company. She is active in attending conferences and has represented the company as a speaker at industry gatherings. Jordan is also a member of the company's executive committee and is the Treasurer and board member of the Texas Chapter of ACA International. She graduated with a Bachelor of Science Degree in Communications and a Business Foundation Certificate from the University of Texas at Austin. Jordan resides in Austin and will be responsible for the contract compliance and overall contract performance.



# Megan Allen, Director of Client Services

Primary Work Assigned: Responsible for client satisfaction and client retention; provides support to the Court's dedicated Account Executive. Megan brings a wealth of knowledge, with a 19 year track record of successful and progressive leadership of client services and operational teams. Megan began her career with Sitel, growing her position from a

Teleservices Representative to Director of Client Relationship Management over the course of 11 years. She was recruited to VP, Client Services at TRG in 2007, where she was responsible for the strategy, growth and P&L for multiple key accounts. Megan was also VP, Client Services for Rainmaker where she managed a client portfolio of +50M, servicing highly sophisticated clients in the high tech sector, including HP, Lenovo & Symantec. While at Rainmaker, Megan completed her Six Sigma Greenbelt certification, utilizing the methodology to increase process quality of the company's operations.

In 2010, Megan joined Gila as Manager of Client Services where she quickly ascended to her current role of MSB Client Services Director. She is responsible for overall client satisfaction and retention of all MSB clients and has developed a team of dedicated Account Executives that consistently receive praise from our client contacts for their responsiveness and willingness to do whatever it takes to meet our clients' needs and expectations. She is also responsible for our MSB Back office team, which handles all debtor complaints, disputes, legal letters, data entry, and special client contract projects such as insurance verification and wage garnishments. Under her leadership,

EXPERIENCE - EXECUTION - ETHICS



client satisfaction scores have consistently increased quarter over quarter, rising 35% from 2011 to 2014. She implemented a client tier structure which strategically aligns our relationship efforts on the clients with the highest revenue propensity. She also implemented net promoter methodology, which measures our clients that are positively promoting MSB to their colleagues, and has proven the data effectiveness by correlating it with our clients' actions. Her success is ultimately measured through client retention, which ended at 99% in 2014 and 99.5% in 2013.

# **Beverly Weatherford, Senior Manager of Client Services**

Primary Work Assigned: responsible for the dispute process and all defendant correspondence; supports the Court's dedicated Account Executive. Beverly has over 30 years of management, quality control and customer service experience in call center environments. After joining MSB in 2011, Beverly has been a great asset in the Client Services Department. Her responsibilities include managing processes and procedures related to disputes for over 500 of MSB's government collection programs. She manages complete client satisfaction and ensures any concerns are handled quickly and effectively. Beverly currently manages a staff of 21 employees that consist of Client Service Administrators, Dispute Resolution Specialist, Data Entry, Account Executives and two Supervisors. Beverly has a proven record of developing and motivating team members to drive results. She utilizes data and a metric-defined scorecard to track and monitor results and improve overall performance. Beverly is responsible for compliance, updating and maintaining all reports, documentation, standards, processes, procedures, escalation issues, and Standard Operating Procedures (SOPs). Prior to working at MSB, Beverly worked at General Motors as an Operations Manager, Blue Cross Blue Shield of Texas as a Customer Service Supervisor and spent 20 years with MetLife Health Insurance in management roles.

#### Janet Acosta, Account Executive

Primary Work Assigned: the Court's dedicated Account Executive who will be available for day-to-day contact and support to the Court including special projects, reporting, case look-ups/adjustments, invoice questions, general questions, etc.

Janet Acosta will be assigned as your primary point of contact within MSB. Janet started with MSB in February 2003 and has held several positions within MSB including: Accounting Supervisor, Client Account Representative Supervisor, Reporting Specialist and is currently a Client Account Executive. Janet has a working knowledge of numerous departments making her a perfect fit for her position. She is able to expertly speak with our clients about all areas of MSB. Janet is the Account Executive on many of our Texas contracts and including working with the Court for 8 years. .





# Suzi Tanksley, Director, Payment Operations

<u>Primary Work Assigned: Responsible for the posting of all payments and the</u> daily deposit via courier.

Suzi has over 20 years of experience in the banking and accounting fields, most of which have been in supervisory or management roles. Her

responsibilities include ensuring all correspondence, payments, and submissions are received, balanced, and completed in a timely and accurate manner. MSB's collection programs encompass more than 6 million accounts, amounting to over \$10 billion.

Suzi currently manages a staff of 30 employees where her department maintains a 99.999% rate of payment posting accuracy within 48 hours of receipt, 100% security of all entrusted funds, and submissions within 2 business days for MSB's diverse client base. Throughout her 10 year tenure in operations at MSB, Suzi has led her team to oversee all payment processing functions including the receipt of more than 5 million payments received via mail within a strict compliance of 2 business days. She also initiated and implemented a machine-driven payment automation for mail-in payments in 2005, which was re-engineered for improvement in 2012. This has allowed for increased efficiency and accuracy in addition to ease in researching payments and an overall 50% reduction of staffing costs for MSB.

# **Bobby Stephens, Performance Development and Quality Assurance**

Primary Work Assigned: training and compliance of all call center agents.

Bobby has been with MSB for 10 years and currently manages MSB's performance development, compliance and quality assurance functions for call center operations and collections for all divisions, including toll road operations and government services. Bobby also ensures that all policies and procedures adhere to and comply with client and industry standards. He manages quality audit processes for all customer relationship employees, performance development processes for all employees and develops and implements recognition and motivational programs. Bobby also consults with General Counsel regarding compliance matters and is responsible for writing and developing training and incentive programs.



For each Municipal Court client listed above, please provide:

- The number of line staff (customer service agents) that were trained and dedicated to provide service to the contract
- The average retention rate of line staff (customer service agents) dedicated to provide service to the contract
- The average number years court collections experience per line staff employee (customer service agent) dedicated to provide service to the contract

"I have worked for MSB for more than 20 years; I consider the company my second family! I am honored to help citizens find a solution to their current challenges." David Gonzalez, MSB Call Center Agent

MSB has provided the requested information for our line staff in Table No. 3: *Line Staff Statistics*. Additional information regarding our line staff can be found in the narrative after the table.

**Table No. 3: Line Staff Statistics** 

Number of Line Staff Trained to Provide Services to the Contract	60	
Average Retention Rate of Line Staff	2 years, 10 months	
Average Number of Years Court Collections Experience per Line Staff Employee	10% of our staff has previous court collection experience.	

# **COLLECTION STAFF PHILOSOPHY**

MSB's personnel are not only competent and experienced agents, but we guarantee that *they are competent and experienced in the very type of receivables that the City is attempting to collect*. Thus, when awarded the contract, MSB will assign agents to the tasks in which they have proven their individual competence in collecting court fines, fees and costs. MSB provides the best-in-class training to prepare these individuals for the real-world experiences they will face in collecting delinquent court cases.

The personnel development program at MSB specializes in training personnel to work effectively with individuals to resolve and collect outstanding court cases while treating them with courtesy and respect. MSB's Standard Operating Procedures





require on-going monitoring of employee conversations with defendants in order to maintain quality assurance and compliance with laws and regulations. MSB has a full time Quality Monitor that provides weekly and monthly coaching sessions as ongoing training for agents. MSB records 100% of all inbound and outbound agent calls and the calls are stored for a minimum of 2 years. These recordings are available to our clients when questions arise about specific cases. We have the ability to resolve complaints quickly and can immediately send call recordings to you upon request.

# **Training**

No matter how sophisticated a collection or computer system may be, MSB recognizes that it is well-trained and experienced personnel which determine the success of any program.

MSB Agents are trained in the following areas:

- Applicable Traffic Laws
- Telephone Techniques
- Establishing Payment Schedules
- Bilingual Agent Contact
- All Payment Options Available to the Defendant
- Rebuttal/Response
- Financial Counseling
- Collection Software
- Understanding Client Strategy
- Skip Tracing Techniques
- Handling Disputes
- Company Policy
- ACA International: Code of Ethics, Collection Manuals and Videos

An initial ten-day training program covering every phase of the operation is given to all MSB agents. This includes a review of the Company Policy Manual, PC-based exercises, education on collection techniques, role-playing, a collection video and computer system orientation. Upon completion of this extensive training, the new agent is paired with a Collection Supervisor during a 30-day academy period. During this period, there is shared responsibility between training and the Collection Supervisor to monitor and provide feedback. During this time, the Supervisor assists in case handling and the new agent is taught the art of listening first and speaking second. An emphasis is placed on learning to respect and understand the defendant's situation to ultimately lead him/her to case resolution.



Collection supervisors are assigned to small groups of agents to ensure constant, hands-on management. This support system monitors the day-to-day activity of each agent. Agents are evaluated daily via management reports to ensure performance goals are achieved within established guidelines. Company goals are set each month and a performance based incentive system is used to generate superior results.

Recently, the Training Department logged *over 15,000 hours of training*, which reaffirms MSB's commitment to training and quality assurance. Additionally, there were 259 hours of online, developmental trainings logged by Company employees.

#### **Soft Skills**

MSB focuses on an agent's soft skills:

- The Art of Listening: Reflective listening and
- The Attitude of Service: What is going to help to resolve the obligation/convey why it is important to resolve.

This skill set allows an agent to adapt to each phone call and be better prepared work with each defendant on their specific challenges to payment.

# **Continued Training**

With continued on-the-job training, every MSB employee is well informed of the highly sophisticated programs and procedures our company administers. MSB believes that continuing education is the key to agent performance. MSB requires that all employees take an annual course on several subjects and pass a subsequent test. Below are a sample of the 20+ topics:

- Telephone Consumer Protection Act
- Protection of Federal Tax Information
- Fair Credit Reporting Act
- Gramm-Leach-Bliley Act
- Fair Debt Collections Practices Act
- Red Flags Rule
- Unfair, Deceptive, Abusive Acts or Practices (UDAAP)
- Servicemembers Civil Relief Act (SCRA)
- Clean Desk Policy

#### PROFESSIONAL AGENTS' PLEDGE

- I believe every person has worth as an individual and is entitled to be treated with dignity and respect.
- I understand it is my personal responsibility to help customers find ways to fully satisfy their outstanding obligations.
- 3. I will always treat every individual with dignity and respect. As I demonstrate this behavior each day, I will encourage my
- 4. I believe in the Core Values of Gila LLC: Empowerment, Integrity, Commitment, Excellence, and Teamwork.
- I will honor this pledge daily, knowing that my professional behavior will enhance the reputation of my profession in the minds of consumers, government regulators, fellow employees, my family, and my clients



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- Ethics
- HIPAA

#### Code of Ethics

As a long standing member of ACA International, MSB is a strong believer in adhering to their strict code of ethics when performing collection activity. It shall be deemed professional misconduct for any employee of MSB:

- to knowingly violate the intent of the United States Fair Debt Collection Practices Act (FDCPA) with reckless disregard for its provisions;
- to knowingly violate any federal or state law pertaining to collection and credit industry practices and procedures, with reckless disregard for its provisions;
- to admit or consent to, or be convicted of, any crime under the laws of any U.S. jurisdiction which is a felony, a misdemeanor and essential element of which is dishonesty, or of any crime which directly relates to collection and credit industry practices and procedures;
- to engage in conduct involving dishonesty, fraud, deceit, or misrepresentation including misrepresentation for the purpose of obtaining a license, certificate, or business-related insurance;
- to harass a person on the basis of race, sex, age, creed, religion, color, national origin, disability, sexual preference, or marital status; or
- to engage in dishonorable, unethical or unprofessional conduct of a character likely to deceive, defraud, or harm the public.

# Supervision

MSB agents are assigned both a Team Lead and a Supervisor. Supervisors meet with their team on a daily basis to cover a wide range of topics including new client requirements, review of agent scorecard, contests and operational changes.

Supervisors have the ability to manage any calls that are waiting on an agent, holding, connected to an agent, etc. They can choose to pickup calls, transfer calls, join the call, listen, coach the agent, etc. They have a screenshot view of all agents and what their current phone stutus is. A sample screen shot is provided on the following page:







# **Call Center Agent Scorecards**

The scorecard is used as a measure for how productive the call center agents are daily and monthly. Each agent receives a copy of their own card that outlines the following:

- Productivity
- Collection Effectiveness
- Daily Collection Number (how close they are to hitting goal)

Factors that impact an agent bonus include:

- Performance to Goal (varies based on the tenure of the agent)
- Compliance (up to 100% take-away for an agent and supervisors with less than 95% team compliance receive a 20% bonus reduction)

MSB has provided a sample scorecard below:

<b>Agent Productivity Scorecard</b>	Gomez, Erica

Rating 5	Rating 4	Rating 3	Rating 2	Rating 1
Exceptional	Exceeds Standards	Meets Standards	Needs Improvement	Unacceptable

Productivity		
	Actual	Rating
Utilization	99.47%	4
Calls per Hour	10.29	3
Extended Wrap / Follow up	0.00%	5
Average Productivity Rating		4

Collection Effectiveness		
	Actual	Rating
Average Payment Size	\$254.17	5
Pay Ratio	\$44.79	5
Breakpoint Run Rate	187.12%	5
Average Effectiveness Rating		5

Actual Overall Rating	4.8
Raw Overall Rating	4.8

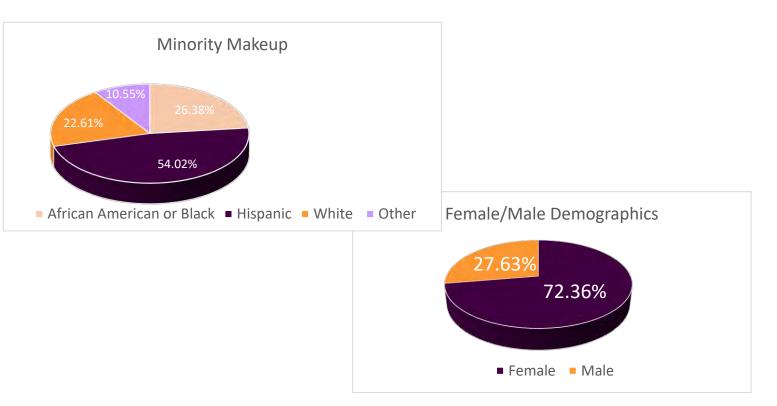
For any questions about this scorecard, please see your Supervisor.

Daily Numbers		
Breakpoint Goal	\$6,495.07	
Fees Earned	\$10,496.04	
EOM Credit	\$0.00	
Total Fees Earned	\$10,496.04	
Total Bonus Earned	\$1,200.29	
Call Audit Reducers	0.00	
Adjusted Bonus	\$1,200.29	
<b>Curent Month Bonus</b>	\$1,200.29	



# **Workforce Diversity**

MSB will assist the City in promoting workforce diversity as evidenced by the following MSB workforce breakdown:



# **World Class Customer Service Initiative**

An example of how MSB lives our collection philosophy is with the introduction of our World Class Customer Service (WCCS) initiative. After only three weeks of production, MSB received 19 compliments. Below are some examples of the feedback we received regarding our call center agents:

- [Customer] said he was so pleased with the interaction he had with [agent] that he wanted to make sure we knew. He said he has over 200 employees who work for him and he wishes they were all like [Agent]. He described [Agent] as being absolutely delightful, helpful, pleasant to deal with, calm and sweet.
- The customer wanted us to know what an excellent job [Agent] is doing. She added, "[Agent] was terrific! I've been in the call center industry for years and [Agent] was not at all what I expected from a collection agent. I was lucky to get her on the phone today."

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- [Customer] wanted to inform MSB that she was very pleased, impressed, and grateful for Ingrid's customer service. She went on to say that she is normally disappointed when she has to deal with call centers and customer service. She usually gets frustrated by the lack of real customer service she receives, but she just had to tell us how amazing her experience was with Ingrid. [Agent] made her feel very good.
- "[Agent] is an absolute pleasant person to work with. [Agent] was kind and sweet and it made such a difference in her world, as the last 5 months have been tough for (her)." [Customer] said, she appreciated the service she received and wanted it to be known that [Agent] has a good heart and we are lucky to have her on the team.
- [Customer] stated she was "dreading calling in to inquire about the information about her bills." However, due to the "professionalism and kindness of both [Agent] and [Agent], the calls were seamless, leaving (her) extremely satisfied with the customer service (she) received."
- [Customer] wanted to let MSB know how happy she was with the interaction she had with [Agent]. She initially called in upset but she said that [Agent] listened to her concerns and was very polite and kind while speaking with her.
- [Customer] wanted to let us know how helpful, kind and sweet [Agent] was. The customer added "[Agent] was patient and I felt comfortable speaking to her."
- "Hi. I just wanted to say what a pleasure it was to talk to [Agent]. She was very professional and very helpful. She answered all my questions and was very informative with a positive attitude. Please make sure she gets the recognition she deserves. Thank you for your time. Have a wonderful and very blessed day."

Please provide details of what experience, if any, staff assigned to this contract has with:

• Compliance with the State of Texas Office of Court Administration's Collection Improvement Program

MSB's Vice President of Business Development has received training directly from the State of Texas Office of Court Administration on the Collection Improvement Program. She then utilized the "Train the Trainer" method by sharing the information with MSB's Director of Training who created a training module. All staff assigned to this contract have been trained on the Collection Improvement Program.

Experience working within a Court

MSB has provided a list of our employees who have experience working within a Court in *Table No. 4: Court Experience*.

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**Table No. 4: Court Experience** 

Employee	Court/Duties
Theresa Phifer	Served as a Texas Justice of the Peace for two terms. Currently files legal documents and appears for court hearings in Smith County Justice of the Peace Court.
Sarah Miller	Williamson County District Clerk's office for four years.
Jamie Calija Yadhira Nieves Evelyn Escobar Erika Amador Mane Yepez Patricia Larios	Current MSB employees who work at different court locations to fulfill contractual requirements.
Gabriela Cruz	More than 20 years of court experience including courtroom clerk working alongside judges, attorneys and probation officers and Court Supervisor for 5 years. Her experience ranges from handling Criminal, Traffic, Juvenile, Family Law and Civil matters.
Charlotte Jackson-Brown	Dallas Municipal Court.
Diana De Jesus	Austin Municipal Court – worked for a Judge: listen to cases, filed paperwork and organized cases.

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# **Culture of Caring**

One of MSB's core values is "Creating a Culture of Caring" – a true representation of our employee spirit. Please enjoy these pictures depicting our values in action!



One of MSB's goals for 2017 was to find ways to help the homeless population and empower our employees to express kindness without judgment. Our first project was to come together and create kindness bags – over 250! The employees who participated each took 4 bags with them to keep in their car and hand out to people in need.

MSB provides a quarterly champagne toast for each employee who has been promoted!





MSB provided backpacks for employees to fill up with school supplies for children who are in emergency shelters. We donated more than 80 backpacks filled with the requested supplies to the Salvation Army to start the 2017- 2018 school year.



Each summer MSB designates one week as "Fun Week". Each year has a different theme and each day of the week there are coordinating activities for the employees.





This summer we had a game show theme. We show two examples of the activities provided.

To promote MSB's values, we provided tiles and the art supplies needed for employees to create their visual representation of MSB's core values. Several are still on display in the employee breakroom.



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# TAB 6 - EXPERIENCE:

Provide a narrative of your specific expertise, experience, and compliance regarding Items 7.1-7.7 and Items 12.1-12.32 in Section 0500 Scope of Work.

MSB's niche market is court collections. It is what we do day in, day out while maintaining a spotless ethical track record and high compliance statistics.

#### 7.0 Collection Fee and Commission

MSB has experience in complying with Article 103.0033 of the Texas Code of Criminal Procedure since 2003 and has implemented this commission schedule for dozens of Texas municipal courts. Currently, MSB has numerous Texas clients who utilize this fee structure and we are versed in how to appropriately apply cash and non-cash credit.

However, MSB currently charges a 0% fee for the delinquent red light citations and proposes to keep this fee structure if approved by the City. If the City prefers to offer the 30% "add-on" fee structure for this subset of cases, MSB can easily oblige.

MSB encourages judicial discretion as well as offering alternative payment methods; we will always recall a case when requested at any time for any reason. We have provided our compliance with each process listed in *Table No. 5: Collection Fee and Commission Processes*.

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**Table No. 5: Collection Fee and Commission Process** 

Collection Fee and Commission Process	Comply? Y/N	Experience in Doing this Activity? Y/N
7.1 The Contractor will be paid as allowed by Article 103.0033 of the Texas Code of Criminal Procedure, Chapter 175 of the Texas Administrative Code and the City of Austin Municipal Code, Section 12-1-65 (C).	Y	Y
7.2 The Contractor will be paid by the Court if the Court receives payment toward a collection fee and on a prorated basis when partial payments towards the collection fee are made to the Court.	Y	Υ
7.3 The Contractor will not receive payment if judicial decisions result in the Court not receiving payment to resolve case balances. This includes, but is not limited to: cases closed out with jail time or community service credit, dismissals, or waivers.	Y	Υ
7.4 As mandated by Article 103.033 of the Texas Code of Criminal Procedure, when the collection fee is reduced as a result of partial jail time or community service credit, the Contractor will collect the reduced fee. If the Contractor has already received payment for the previously imposed collection fee, the Contractor shall provide the defendant a refund for any difference in the amount collected and the reduced rate and provide the court with proof the defendant was paid the refund.	Y	Y
7.5 The Contractor will not receive payment if a case or group of cases are recalled for reasons other than payment and collection services are no longer required.	Υ	Υ
7.6 Bond and Bail payments secure appearance and are not considered revenue. As such, the Contractor will not be compensated for bail or bond amounts collected unless later applied as payment (forfeited and applied).	Y	Υ
7.7 As required by law, the Court currently adds a 30% collection fee to delinquent cases at the time the cases are eligible for referral to the third party collection agency.	Υ	Y

# **12.0 Contractor Requirements**

12.1 The Court requires daily transactions for balances, case status, and payments to be processed as a data exchange via interface. Physical hard copy reports or other forms of exchange requiring manual updates are not acceptable.

MSB can accommodate daily transactions for balances, case status and payments through data exchange via interface. All files will be processed the same day and will not require manual updates.

12.2 The Contractor shall have the ability to interface with the Court's current Case

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Management System, JEMS, electronically, via interface, on a daily basis including weekends and holidays.

MSB has an established an electronic interface that receives the Court's files daily including holidays and weekends through the Court's current case management system. However, MSB is committed and ready to work with the Court when it implements a new case management system. MSB can accept cases via interface, electronically, and in real time, daily. MSB will provide onsite staff to assist in the implementation of the new case management system and will dedicate the appropriate number of personnel to insure a seamless transition.



12.4 The Contractor shall have the ability and availability to work with the Court to design, test and implement a real time, web consumption interface service for the new case management (eCourt) as directed and required by the Court. The requirements for the interface with the Court's new Case Management system are attached as an addendum.

MSB has reviewed the interface requirements and commits to work with the Court to implement a real time, web consumption interface service for eCourt.

MSB contracts with Ohio River Bridge Authority who has a real-time, web consumption interface that is bi-directional. MSB was actively involved in the design, testing and implementation of this project as we were the inaugural vendor for this system. MSB is fully operational with this system and will be able to utilize this knowledge with the Court.

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MSB will provide an unlimited number of qualified employees to provide onsite assistance during the transition to the Court's new case management system. MSB can easily provide additional support from our fully staffed ISS team located in Austin, Texas and will happily do so. MSB can design, test and implement a real-time, web consumption interface service.

Once the Court chooses a new case management system, MSB will provide onsite staff to insure a 30 day implementation process. Table No. 6: Implementation of New Case Management System outlines the steps to be performed. A detailed project map will be created at the beginning of the project.

Table No. 6: Implementation of New Case Management System

Task #	Description
1.	Meet onsite to scope project requirements
2.	Determine how many onsite MSB staff to remain on schedule and assign
3.	Discuss API integration including data fields being passed with each process (submissions, payments, recalls, etc.)
4.	Map data elements into MSB's web API and determine flows for exceptions
5.	Configure MSB's API to handle any new requirements as needed
6.	Begin testing API in development through verification of data upload to MSB's collection software.
7.	Approve testing of each process and reporting.

12.5 The Contractor shall have the ability to receive and apply partial and full non- monetary credits (jail credit, community service) via interface and reduce the collection fee as dictated by Article 103.033 of the Texas Code of Criminal Procedure.

MSB has the ability to receive and apply partial and full non-monetary credits via interface and reduce the collection fee appropriately. MSB has written a script that will apply a positive credit thus reducing the balance for each case that shows a non-monetary credit on the daily data exchange.

12.6 The Contractor shall be able to inactivate, reactivate, adjust case balances, and return

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cases as directed by the Court via the interface data exchange. Collection efforts by the Contractor shall cease for inactivated and recalled cases.

MSB has the ability to inactivate, reactivate, adjust case balances and return cases by interface data exchange. MSB's FICO Titanium system will electronically place all inactivated or recalled cases in an inactive status that will prohibit any collection efforts to be taken on those cases.

MSB has written a program to respond accordingly to the specific instructions for each case in the daily file including inactivating or reactivating a case. This may also be done on an ad hoc basis through email, telephone or Client Portal request. MSB understands the judicial process is fluid and the status of a case may change at any time. It is important that MSB's database is current to reflect the same status and balance of the Court. MSB will immediately respond to updates in order to provide defendants with timely information.

12.7 The Contractor shall implement routine processes to ensure case balance, payment and statuses match the Court's records upon receipt of the Court's interface file ("synch processes").

MSB is happy to implement any changes to the current process to ensure case balance, payment and statuses match the Court's records. The current process that has proven successful includes the following steps:

- MSB receives a CSV file from the Court around the 15<sup>th</sup> of each month
- On the day that the data is received, MSB will generate a file on the data contained in our system
- Each file is sent to a dedicated Business Analyst to start the synch process
- This synch is a balance compare on the principle amount as well as status and payment details

The sync output details include:

- Any MSB case that has a different balance from the case in the Court-generated file is adjusted to match the Court's balance
- Finance approves all adjustments
- Sync results are tabulated to show the following information:
  - Total number of cases and dollar amount
  - Number and % of matching cases
  - Number and breakdown of non-matching cases including those not found in the system, inactive status and adjustments needed

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12.8 The Contractor shall provide the Court evidence that ensure employees with access to court and defendant information successfully pass a criminal background check with no history of Class A or Class B misdemeanor or felony convictions.

All potential employees of MSB are required to submit to extensive background checks prior to starting their employment. MSB understands the Court will entrust us with your sensitive data and financial instruments; therefore, we take all necessary measures to ensure their safety. Employees assigned to this contract must successfully pass a criminal background that meet the City's requirements.

Additionally, each month, all current employees of MSB are scanned against MSB's database of delinquent cases utilizing name, address, driver license and social security number information to ensure that all employees remain eligible for employment according to the rules governed by both MSB and its clients. MSB will not offer continued employment to those who have outstanding obligations to any of our clients.

MSB can provide a spreadsheet of all employees assigned to this contract and their background check status. This information is already provided to another client so there would be no delay in submitting it.

12.9 The Contractor shall provide evidence of company policy that requires employees who have been cited or arrested for any level of offense of their duty to inform the employer of the event and remain in compliance with Court orders.

MSB's licensing, security clearance and contractual obligations may be impacted when one of its employees is charged with a crime. Due to the varying types of criminal offenses that could be levied against an employee which could impact our licensing, security clearance or contractual obligations, all criminal charges must be reported to Human Resource's Employee Relations Department within 48 hours of the criminal charges being levied or by 9:00 a.m. EST on the first business day following the criminal charges if the Employee Relations Department is not open during the first 48 hours following the criminal charges being levied. Failure to report the criminal charges within this time period will result in disciplinary action, up to and including termination of employment.

The criminal charges may not impact an employee's employment status unless they are determined to affect our licensing, security clearance or contractual obligations, or the employee's essential job responsibilities. In those circumstances, the involved employee may be reassigned, have job responsibilities changed, or be placed on administrative leave pending the resolution of the criminal charges. Employee Relations, along with the Licensing and Legal Departments, will determine what changes, if any, are necessary.

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Criminal charge disclosures will be treated with confidentiality as a personnel matter. The information will not be shared by the Employee Relations, Licensing or Legal Departments to anyone without a strict need to know.

12.10 The Contractor shall provide evidence of company policy that removes access to Court and defendant information if the employee is later convicted of a Class A or Class B misdemeanor or felony offense or becomes delinquent with a court order for any level of offense.

MSB is sensitive to client data and the integrity thereof, that being stated, there are occasions where clients insist that we prohibit employees that meet specific client criteria from accessing their data. This policy describes how MSB manages these requests.

# **Policy**

It is the policy of MSB to provide clients the assurance that their data integrity is protected from potential tampering by employees. Individuals that are specifically requested by a client to be prohibited from access to their data shall have any access from the client data i.e. (convicted of a Class A or Class B misdemeanor or felony office or delinquent with a court order debt of any level of offense) removed immediately. This policy applies to all employees, contractors, temp workers, or affiliates. Any employee found to be in violation of this policy is subject to administrative action including termination.

# **Employee List Compare**

MSB will perform a list comparison or scrub against all employees for names identified by the client. This scrub will be performed at a periodicity determined by the client. If an employee is matched during this compare process, the employees' access from the specific client data will be immediately removed.

Specific Programs

Specific programs require that employees are prohibited from access to the employees' record only. In cases such as these the employee will be prohibited from only accessing the record with which the employee is connected. The use of short names or other logical controls will be employed in these cases. Access logs for applications and platforms will be monitored for this type of access.

# **Least Privilege**

All user accounts that exists in the MSB user environment are created utilizing the principle of least privilege. This ensures that employees are not subject to privilege creep. All accounts are reviewed monthly utilizing our Identity management and access privilege governance software Sail Point. All requests for new or enhanced access privileges must be



made by formal request via change order submitted by the individual's supervisor. Employees are only assigned the access privileges necessary to perform the duties assigned.

### Non-repudiation

All of MSB systems, servers and workstations institute principals of non-repudiation. This prevents erroneous log entries, tampering, or deletion. All actions performed on any system connected to the MSB network are monitored, logged and audited.

# **Notification**

All MSB Information Technology Systems and Applications' access shall require approval from Authorized Officials. Authorization Officials are responsible for promptly notifying the appropriate Corporate Information Security team with access needs to be revoked. When users no longer require access because they resign, are transferred, terminated or receive a conviction, the user's manager should immediately notify the Human Resources department. The Human Resources department is then responsible for notifying the appropriate resource administrator to revoke the user's IDs, privileges and authorizations. A daily automated feed is provided by Human Resources which automatically creates a Service Desk ticket assigned to Security Operations. . The objective is to stop access as soon as possible, no longer than 1 business day.

12.11 The Contractor shall implement procedure to ensure defendants stating hardship/inability to pay are provided with information about the Court's alternative to payment processes and referred back to the Court.

MSB has created custom letters for the Court that contain the alternatives to payments information. These letters are included in Tab 7, Documents. Additionally, MSB has updated our collector notes to include this information. For any inbound call we receive or outbound call we make to an Austin defendant, the following information will appear on the call center agent's screen as a "pop up" message as demonstrated in *Table No. 7, Call Center Agent Notes*.

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# **Table No. 7: Call Center Agent Notes**

#### Client Requirements:

IF DEF STATES ONE OF THE FOLLOWING:

 "ON FOOD STAMPS" GOV ASST-FIN or NATP- COMMUNITY SVC-REQUEST TO SEE JUDGE-REQ TO ATTEND SCHOOL

REFER TO: <a href="https://www.austintexas.gov/department/payment-options-and-credits">www.austintexas.gov/department/payment-options-and-credits</a>

- "UNABLE TO PAY"- Def must go to CRT w/affidavit filled out
- IF DEF CANNOT GO TO COURT, DUE TO: OUT OF TOWN-HANDICAPPED-NO TRANSPORT CRT WILL WORK WITH THEM THRU MAIL REFER BACK TO CITY "COLLECTION' Motivators:

12.12 The Contractor shall utilize multiple skip tracing software programs and methods to locate valid address and phone information for defendant records. The Contractor shall provide the Court with updated contact information via interface at the time updated information becomes available to the Contractor.

Please read below for a detailed description of our address management and skip tracing procedures.

# **Address Management Services**

MSB's integrated systems can scrub defendant names and address data, enhance address information via Zip+4 appends, USPS FASTforward System Change of Address (COA) lookups, as well as **National Change of Address (NCOA) lookups**. This is done on each case submitted to MSB.

MSB's Address Management process is part of our family of products, all of which share comprehensive operational reports and statistics. These include costing reports tailored to defendant requirements and extremely fast processing turnaround times.

Key benefits of the Address Management process are:

- Automatically replaces address on file with the forwarding address, resulting in:
  - Faster delivery and fewer mail returns, accelerating recoveries
  - Updated address upon which to base automated skip tracing look-ups
- Name and address standardization reduces mail returns due to data quality errors

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- Enhancement of the address "last line" via spelling corrections, USPS City mapping, and Zip+4 appends for USPS CASS certification
- COA lookups on all records via USPS FASTforward's 12-plus month database
- NCOA lookups on all FASTforward "no-hits," extending the Change of Address lookup to 3+ years Identification of "Known Bad Addresses," with ability to provide automated services on these defendants.

# **Skip Tracing**

MSB anticipates that many cases submitted will require extensive skip tracing efforts. Skip tracing is an industry term describing the various processes used in an attempt to locate a person whose current address or telephone number is unknown. Without a successful skip tracing program, collection results are significantly lower. You cannot collect from someone you cannot contact.

Once the phone number or address is determined incorrect, skip tracing procedures begin. Skip tracing is conducted on a local, regional and national basis. The schedule is ongoing on a monthly, quarterly, and annual basis as long as we have the case. Efforts include:

- 1) Data Providers: MSB has the ability to utilize the following vendors who supply NCOA programs as well as our own database of mail return information. Online access to these providers is linked to our internal intrashare website for agent's convenience when they are skip tracing. MSB has access to billions of data sources through the following:
  - LEXIS NEXIS
  - Acxiom
  - ChoosePoint
  - DirectoryNet
  - Dolan
  - FastData
  - MasterFiles
  - RiskWise
  - Verifacts
- 2) Additional skip tracing resources may include the following:
  - Multiple State and National Directory References
  - Address Correction Deposit on file with the Postmaster
  - Utility Records
  - Driver's License Database

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## 3) Cross Referencing of Court's Cases Against Our Proprietary Database

All accounts submitted to MSB with outdated information are skipped to locate the most recent and accurate information. The cases are continually re-skipped on a monthly, quarterly, and annual schedule in an effort to maintain the most current contact information in case they move or relocate over that time. If a defendant is contacted on one case, the agents will do an extensive system search to verify if any additional debts are owed. All cases are updated with the latest information.

## **Batch Skip Tracing Services**

MSB's batch skip tracing process effectively skips millions of cases at one time. The process is developed and engineered to provide the most accurate information for difficult to find defendants. Every case referred to MSB without valid contact information will go through the same skip process. Features include:

- Electronic Directory Assistance (EDA)
- Phone and SSN Append
- Phone Dedupe (If a number is marked as bad, it is not returned as a good one, nor is it kept in the search)
- Best Address
- Best Address Dedupe (If an address is bad, it is not returned as good and it is removed from the search)
- Full Header

All cases will go through a waterfall process that will include looking for the following elements:

- Bankruptcy
- Deceased
- Litigious Debtor
- Updated Contact Information

## **Trigger Hits**

MSB built out a new skip trace process that will monitor clients' accounts for new contact information in *real time* allowing quicker contact with a defendant when their information is updated; therefore, increasing recoveries.

#### **Updated Contact Information**

MSB will forward all updated demographic information found during skip tracing to the Court in a format and frequency approved by the Court. MSB has provide a sample of this report already in production in Tab 7, Documents.

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12.13 Civil parking and Camera at Red Light cases referred for collection may not have information about the last known registered owner(s). The only information available to the Court may be vehicle license plate and state. The Contractor shall be responsible for obtaining registered owner name and contact information, as applicable.

MSB contracts directly with the State of Texas, through the Texas Department of Motor Vehicles, to access Texas Motor Vehicle Title and Registration information. This allows us to locate the last known registered owner information when a case referred only has the vehicle license plate and state. This process will greatly improve our success rate of finding the last known registered owner and bringing the cases to resolution. MSB also has access to all other 49 DMVs nationwide for those defendants whose license plate is from a non-Texas state.

12.14 The Contractor shall facilitate payments of case balances on referred delinquent cases commencing at the time of referral. The Court may at any time, discontinue collection services on a case or group of cases and recall cases from the Contractor without collection fee payment.

MSB confirms agreement that the Court may at any time discontinue collection services and recall a case or group of cases without MSB being due a fee. We have provided the following narrative to detail the steps taken to facilitate payments of case balances.

MSB is excited to offer the City and Court a superior collection solution modified to meet your specific requirements. Our solution marries sophisticated, advanced technology with our extensive experience in providing collection programs exclusively to courts.

MSB has developed and implemented hundreds of court collection projects, giving us the necessary tools to **provide best-in-class collection procedures**. MSB has the ability to perform the necessary functions to provide a compliant collection program which maximizes recovery including:

- Open communication in order to coordinate collection services;
- A sophisticated computer hardware and software system which accepts and accommodates the necessary data on the Court's cases;
- Initial and follow-up training to all employees encompassing all areas of collection activities, as well as all laws and regulations governing such activities;
- Providing assurances that MSB is operating within the laws and regulations governing agent activity; and
- Contacting the Court's defendants and requesting payment or providing appropriate instructions to their remaining options in a professional and business-like manner.

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By implementing the collection services offered by MSB, you can achieve the following goals:

<u>Justice Served</u> - The defendant who has not satisfied their obligation is abusing the system. Resolving the backlog of cases will help clear the Court's docket and **bring a gradual increase in future voluntary compliance.** 

<u>Increased Revenue</u> - **MSB generates revenue** by collecting delinquent fines, fees and costs that would otherwise go uncollected. MSB has the ability to address each and every case evenly and consistently – virtually regardless of the location of the defendant.

<u>Decreased Liability</u> - MSB indemnifies all clients against our actions and maintains substantial errors and omissions liability insurance and bonds. We **reduce the Court's liability** and exposure by utilizing MSB's services.

<u>Virtual Staff</u> - MSB's resources and **personnel are utilized without allocating additional City funds.** It's like having additional staff working along with the Court's staff.

<u>Premier Technology</u> - The Court can leverage technology by benefiting from **MSB's** highly automated, advanced solution. MSB has the assets in place to immediately offer the Court sophisticated, state-of-the-art, reliable software and hardware resources as well as the skilled personnel necessary to meet the desired goal.

#### **Collection Work Plan**

MSB makes every attempt to locate and collect on all cases placed with our office. We provide the same level of commitment regardless of the defendant's balance, and will continue to work each case as long as it remains with us.

The tasks and subtasks performed and the decision points made at each milestone are outlined in *Tables No.* 8 - No. 10.

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# Table No. 8: Initial Submission – 89 Days After Placement

Task #	Description
1.	Load referred cases into the FICO collection software - Confirm load and submit acknowledgement report to client.
2.	Electronic scrub for bankruptcy and deceased information - Load captured information into FICO and update case status
3.	Score all cases submitted to determine the best treatment plan. All cases are worked regardless of score.
4.	Send skip trace file for all cases submitted with missing demographic information (phone, address, etc.)  - Load updated information into FICO
5.	For parking and red light citations that are referred with only a Texas license plate, submit to the State of Texas DMV look-up. Other states will continue to be skipped through normal channels.  - Generate and submit report of all updated demographic information to client, if requested.
6.	Submit addresses to the National Change of Address (NCOA database) to find updated information.  - Load updated information into FICO.
7.	Send initial collection letter, approved by client, to all defendants. Letter is specific to each case type submitted.

Decision Point: Did the letter get returned? If so, submit case to skip tracing queue. Once new information is located, initiate the letter series.

- 8. All cases with potential contact numbers are loaded into our Interaction Intelligence Inc. v2.3 (ININ) predictive dialer and LiveVox phone system. We use technologies which allows us to dial both automated and manually.
  - There is a daily strategy implemented for each of the court's cases.

    During this milestone, 5 phone attempts are made each week, varying weekday, evening, and Saturday dials.

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- Dials are made through the following channels: predictive, manual, and automated messaging. Landline and cell phone rotations are made each day. All cases are dialed regardless of their balance.
- Messages are left when dialing with the predictive and agentless/automated messaging technology

Decision Point: Do we have a wrong or bad phone number? If so, submit case to skip tracing queue. Once new information is located, initiate phone calls.

9. At day 45, a second letter is mailed for cases with a remaining balance.

Table No. 9: Placement Days 90 - 240

Task #	Description
1.	A third collection letter is mailed to all cases that have a remaining balance.
2.	<ul> <li>A minimum of three phone attempts occur each week with varying weekday, evening, and Saturday dials.</li> <li>All phone technologies are continued to be utilized; predictive, manual, and agentless.</li> <li>As information is presented indicating demographic information is invalid, skip tracing continues. Monthly skip batches area also sent to find updated information.</li> </ul>
3.	Text and email communication will begin for defendants who have "opted in" to receiving these communications.
4.	Scoring model is validated and refined as needed. Cases may be re-scored against re- calibrated model to enhance treatment

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Table No. 10: Placement Days 241 – Recall of Account or Contract Termination

Task #	Description
1.	Cases receive off cycle letters.
2.	Phone calls continue with a minimum amount of two attempts/week with our predictive and manual technologies.  - Automated messaging technology will continue daily
3.	Special collection campaigns are conducted (timelines can vary and can occur in any milestone period based on client request).  - Special dialing and calling strategies, approved by client, occurs.
4.	Phone and address files continue to be submitted for skip tracing.  - Updated information is loaded into FICO and collection efforts are resumed.

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MSB has provided the process definitions of the Collection Work Plan steps in *Table No. 11, Process Definitions*.

**Table No. 11: Process Definitions** 

Technical Element	Process Definition
Dialer Campaign/Number of	Daily calling strategy
Communications	<ul> <li>Predictive Dialer: automated dials to land lines and leaves messages</li> <li>LiveVox: manual dials to cell phones and does not leave messages.</li> <li>Agentless Dialer: leaves automated messages on land lines</li> <li>Minimum weekly dial attempts</li> <li>5 dials/week for cases in their first 90 days of referral</li> <li>3 dials/week for cases between 90 – 240 days from referral</li> </ul>
	- 2 dials/week for cases over 240
	days from referral
Letter Strategy/Number of Communications	3 letter series for parking and criminal traffic cases and 1 letter series for red light camera citations  - Separate letter series for adjudicated traffic, adjudicated traffic, adjudicated parking, unadjudicated parking and red light citations
	<ul> <li>Additional off cycle letters mailed</li> <li>Toll free telephone number,         website and SB1913 language         included in letters</li> <li>Text and e-mail communication as         often as requested by defendant</li> </ul>
Skip Tracing Software	All accounts are forwarded for skip tracing efforts upon placement and follow this timeline:  - Monthly for cases placed within the last 2 years  - 60 days for cases placed within the last 3 – 4 years



	<ul> <li>90 days for cases placed within the last 5 – 6 years</li> <li>Every 6 months for cases placed longer than 6 years ago</li> </ul>
Trigger Hits	MSB built out a new skip trace process that will monitor clients' accounts for new contact information in <i>real time</i> allowing quicker contact with a defendant when their information is updated; therefore, increasing recoveries.
Electronic Bankruptcy,	Information from skip tracing software vendor,
Deceased and Litigious Scrub	Lexis Nexis  - Federal Court system (Bankruptcy) and Social Security Administration (Death)
Special Collection Campaigns	MSB will work with the Court to identify special collection campaigns that align with the City's values. We have provided amnesty, settlement and indigent programs with several clients including State of California, City of Detroit, State of Florida, City of Los Angeles and the State of Texas  - Special calling and dialing campaigns will be established - Marketing efforts, approved by the Court, will be initiated to advertise the campaign  Additionally, MSB runs a special tax season campaign during February/March to remind defendants who are receiving a tax refund from the government they have an outstanding balance due.
DMV Lookup	Contract directly with the State of Texas, through the Texas Department of Motor Vehicles, to access Texas Motor Vehicle Title and Registration information
Portfolio Scoring	Use of Sungard to determine a person's propensity to pay
Client Portal	Online, real-time portal that provides account level look-up and report generation - Unlimited users - 24X7 access



Payment Processing	All payments processed in-house to maintain security and accuracy. Walk-in payments taken at Austin office
	<ul> <li>Walk-in payments taken at more than 50 Austin area locations</li> <li>IVR 24X7</li> </ul>
	<ul> <li>Phone with call center agent         assistance 89 hours/week, M-S</li> <li>Web portal 24X7</li> <li>Mailed payments</li> </ul>
Electronic File Transfer	Send and receive data via an interface file in an
Process	encrypted electronic comma, quote delimited text file (CSV) format using FTP.
	<ul> <li>Daily occurrence.</li> <li>New submissions, recalls,</li> <li>payments and adjustments</li> </ul>
	transferred
Daily Courier	All payments are posted prior to 1:00pm, including any walk ins. The courier picks up the deposit from MSB, which has always been run against reporting and counted by 2 individuals for accuracy, and deposits it at the City's bank. This is completed by 4:30 for same day bank credit. MSB has ACH daily transfer set up with more than 100 clients and can set up this process within 24 hours should the Court choose this deposit method.
Kiosk	At the cost of MSB, a custom made model cabinet with a single touch-screen monitor that includes:  - Credit card reader - Receipt printer - Secure steel powder coating with locking mechanisms - Bill accepter module (allows for cash payments) - Check imager/reader module (allows for check and money order payments) - Required software that allows for credit, cash and check payments
	The kiosk would be placed at the Court and all
	maintenance would be MSB's responsibility.

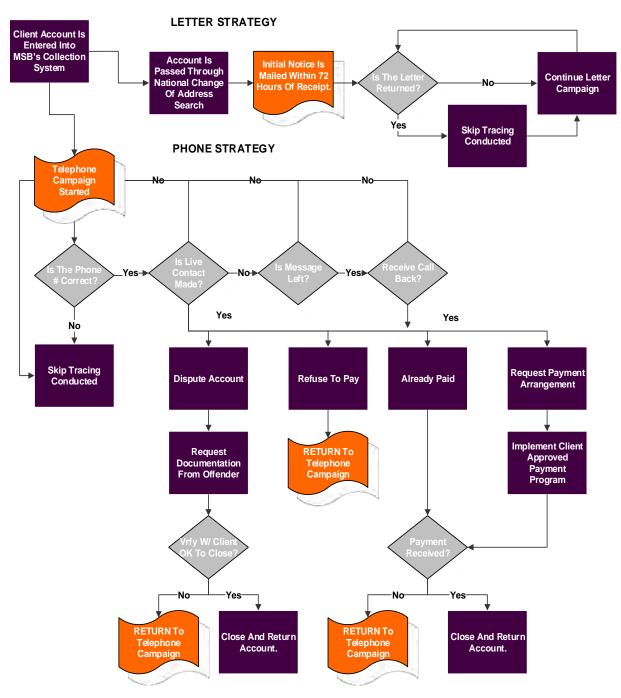


Hot Phone	At the expense of MSB, we will work with the City's
	telephone provider to install a "hot phone" at the
	Court location. This telephone, when picked up by
	a defendant, will immediately connect that person
	to our live call center to facilitate payment and
	customer service. MSB will be responsible for
	maintenance and on-going monthly costs.

The diagrams on the following pages show a visual representation of our collection process:



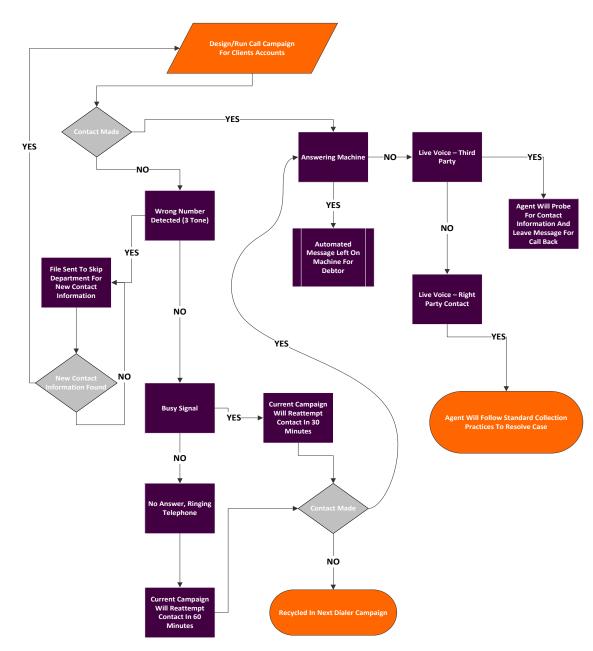
#### **Collection Flow Chart**





# Dialer Campaign Flow Chart

MSB - Interactive Dialer





MSB has provided more in-depth descriptions of the technical tools, including communication tools, below:

#### **Predictive Dialer Technology**

The Interactive Intelligence Inc. (ININ) is a system that automates the dialing process within a call center environment. The system dials telephone numbers downloaded from MSB's database and detects an answered call. The system filters out calls with no answer, busy signals, and disconnected numbers, and passes only answered calls to the agent. The agent may also leave messages.

When an individual is reached, the defendant's detailed case information appears on the monitor at the agent's workstation. The agent then updates the database with verified information such as new telephone numbers, place of employment, etc. Depending on the experience of the employee, the Dialer allows an agent to make approximately 200 contacts a day, amounting to a sevenfold increase in defendant contacts compared to manual calls.

When the Dialer reaches a disconnected number, the case is passed to the skip tracing queue. Once valid information is found, the case is put back into circulation.

A variety of strategies are in place to deal with each circumstance. For example, when the Dialer receives a busy signal, the system can be programmed to re-dial that number every 15 minutes thereafter until the line is connected. Also, if the call is not answered, the Dialer might continue to call every 60 minutes until someone answers.

A dynamic advantage of this system is the inbound/outbound feature. The Dialer keeps track of the number of agents on the dialer system and the number of incoming calls. The Dialer equally distributes the incoming and outbound calls, leaving no unanswered calls.

MSB realizes the importance of *immediately* working cases while the information (phone number, address, etc.) is still valid; therefore, we stress *quick activity*. However, MSB also understands that various circumstances prevent one from paying an obligation immediately. In many instances, changes in personal matters enable the individual to pay at a later date.

The Dialer generates individual reports pertaining to the performance of each agent. The Collection Manager evaluates each agent by the speed and thoroughness of their work (based on experience). The Dialer generates statistical information in the following areas:



- Time the agent spent on the Dialer
- Productivity of time spent on the Dialer
- Number of messages left
- Messages left with a person
- Wrong numbers called by the agent
- Cases updated with new location information
- Promises and refusals to pay
- Immediate payment made with initial contact via Payment by Phone
- Transferred calls from other agents
- Supervisor reviews because of dispute

## **Additional Calling Platforms**

In addition to MSB's predictive dialer technology, MSB utilizes two additional calling platforms including:

- LiveVox: a technology that allows MSB to dial cell phone numbers while maintaining compliance with Telephone Consumer Protection Act (TCPA) regulations. This is a "manual" process that uses technology in a way that we do not have to individually dial each number.
- Unattended/Agentless Messaging: used to supplement MSB's live calling campaigns. It increases the probability that MSB will reach a person by phone and notify them of their obligation.

#### **Phone System**

MSB utilizes a state of the art fully integrated VOIP phone system by Interactive Intelligence Inc. (ININ). All calls can be shared with the Court by e-mailing a wave file of the recorded conversation upon request. All inbound and outbound calls are recorded and stored for a minimum of 2 years.

The ININ Customer Interaction Center (CIC) offers the following advantages:

- Innovative Pre-Integrated Application Suite- The multimedia Automatic Call Distributor (ACD) gives MSB capability to manage calls, call processing, voicemail, fax and unified messaging to elevate productivity, performance, and customer service.
- ACD with Universal Queuing- This is a flexible automatic communications distributor for language, segment or skills based call routing to quickly get each call to the appropriate agent.
- <u>Fully Capable Inter-active Voice Response System</u>- MSB offers self-service options such as methods of payment to customers waiting in queue or calling after hours.



- Outbound Campaign Management- The Dialer pre-integrates to CIC to blend outbound campaign calls with inbound ACD calls. Once contact is made, the call is transferred to an agent.
- Recording, Scoring and Quality Monitoring- MSB is able to digitally record all agent inbound and outbound calls which involve client contact. Flexible scoring helps maximize agent performance, and simplify recording, file management and retrieval.
- Supervision and System Monitoring- The supervisory and agent system monitoring capabilities allow MSB to view all stats in one interface. MSB supervisors monitor these on several new 52" flat panel displays easily visible on the collection floor.
- <u>Complete Workforce Management-</u> CIC's historical ACD data is combined with projections for demand forecasts and scheduling to ensure optimal staffing, agent performance and service.

#### **Letter Series**

Each case the Court refers to MSB is scheduled a letter series once it is uploaded into MSB's system. Letters may be customized to meet specific circumstances, and MSB may utilize bilingual verbiage in the Court's letters to ensure all defendants are able to make contact to initiate payment.

The initial notice is mailed when the case is transferred to MSB's collection department. If there is a failure to respond to the first notice, a second notice is automatically generated. This process is repeated. If a payment is posted in full or if the case is canceled or closed for any reason, the letters automatically cease. If a defendant has multiple cases and payment in full is received on only one case, the letter series is modified and a new letter series, appropriate to the situation is scheduled. If the Court places the case on hold for any reason, the letter series is held until MSB is informed to continue collection activity.

MSB has **customized an individual letter series** to meet the Court's needs. Our letters are time tested and have proven their effectiveness in communicating with defendants to resolve cases while complying with all federal and state collection laws. The Court is able to approve all letters and their verbiage during the implementation phase, or any time throughout the contract period, and MSB is happy to make any changes to the current letter series. Each letter contains contact information in both English and Spanish, a toll-free telephone number and the web address where online payments may be made. MSB's letter notification tool can alter the language of letters to adjust to any future needs of the Court.



MSB recently underwent letter revisions to comply with Texas SB 1913. A sample letter series is provided in Tab 7.

#### **Email Communications**

MSB communicates via email to defendants who choose this method of contact. Sample email language is contained in the sample script language provided in Tab 7, Sample Documents.

# **Telephone Techniques**

Achieving contact with the defendant is equally important to the telephone techniques used to collect the case. Many defendants have multiple bills and multiple agencies contacting them for payment. **MSB's goal is to be the agent who the defendant decides to pay and the promise the defendant honors.** MSB emphasizes being polite, courteous and professional to all defendants at all times.

The nature of the defendant has changed over the years. Defendants are better educated and more sophisticated than in the past, and they expect to be treated as individuals with unique circumstances and needs.

MSB develops our agents to be effective listeners and communicators. This ensures that the MSB agent becomes the agent whom the defendant wants to pay and significantly increases the likelihood of promises kept by the defendant.

The MSB short-list of what makes a good telephone agent includes:

- Treating the defendant like a customer, with a customer service attitude.
- Suggesting ways for the defendant to overcome problems for payment so that the agent creates the feeling that they are on the defendant's team.
- Being a good listener to evaluate the defendant's willingness and ability to pay.
- Perfecting the negotiating process and paraphrasing what the defendant is saying so that a mutually acceptable solution is reached.
- Being assertive, not aggressive.

Our telephone calls are designed to help the defendant voluntarily resolve their obligation. **Bilingual assistance is provided to all defendants.** 

MSB has provided sample scripts in Tab 7, Sample Documents.



#### **Text Messaging**

MSB has experience with using text messaging for payment reminders for those defendants who have provided consent. Sample text scripts have been provide in Tab 7, Sample Documents.

#### **Experience with Texas Municipal Court Processes**

MSB has performed in years past in the annual Great State of Texas Warrant Roundup by providing press releases, attending press conferences, working closely with the City of Austin Municipal Court to word the letters and door hangers and creating specialized call and letter campaigns for each Texas Municipal Court. MSB understands the City has taken a different approach that MSB fully supports.

MSB facilitates the Scofflaw program with the City of Farmers Branch Municipal Court. We provide a file that is forwarded to the DMV to put a hold on applicable defendants' vehicle registrations to increase payments.

MSB provides "Time of Violation" insurance verification for multiple Texas Municipal Courts including the City of Richardson. An MSB employee will call the defendant's insurance company and request verification that the insurance was in place at the exact day and time of the citation.

MSB has an employee who is certified on the Texas Collection Improvement Program through the Texas Office of Court Administration. A module has been created that all call center agents collecting for the Court have been trained.

MSB has a custom letter series for both adjudicated and unadjudicated cases. The letters for unadjudicated cases will provide language detailing the defendant's remaining options including posting bond or allowing for them to provide a signature and make payment on the case.

MSB attended the Texas Municipal Courts Education Center (TMCEC) Legislative Update held in Austin last summer to stay abreast of the new legislation affecting Texas Municipal Courts.

# **Complaint Policy and Procedures**

Complaints are defined as any allegation of wrong doing on the part of MSB and will be handled immediately. MSB has a dedicated Dispute Resolution Specialist who works closely with legal, compliance and executive divisions and has been trained specifically to address complaints. *MSB receives less than 10 complaints each month while working a portfolio that contains more than 10,000,000 active accounts which equates to only .000012% of our portfolio.* Regardless, each is



taken seriously and immediate action is taken including researching and responding to the complaint.

Complaints are defined as any *allegation* of wrong doing on the part of MSB. Complaints will be handled immediately.

## **Escalated Complaint Resolution Policy**

In the rare event that MSB receives written notification of a defendant dispute via the Better Business Bureau or a similar debtor advocacy organization, any law office, any state government agency, or the Federal Trade Commission, the following procedure is implemented:

- The complaint is forwarded to the individual designated to respond to complaints. This process is overseen by an executive of our company.
- A thorough investigation will be conducted, based upon the nature of the complaint. For example, if a defendant claims that they received a call after 9pm and in violation of FDCPA, all call records are retrieved from the dialer for review to ensure that no calls were placed outside of the allowed time frames. If a defendant claims they are being harassed, all recordings of all calls to that defendant are retrieved and reviewed. All calls are recorded and kept for a period of four years.
- The compliance / complaints group will render a determination as to whether MSB is or is not in violation of FDCPA, FCRA, and other laws. Appropriate actions taken are:
  - If MSB is in compliance with all applicable laws, the organization/agency which forwarded the complaint is notified that MSB has reviewed the case and determined that it acted in accord with regulations. In the case of government agencies, all requested evidentiary support is provided. The case is closed internally.
- An appropriate response is written and reviewed by Legal division prior to sending.
- MSB is aware that complaints may not arise for weeks, months, or up to a year from the date of occurrence. As such, call recordings, dialer records, transaction paperwork, and all records as they relate to collection operations are retained for a period of no less than four years. Financial records are retained for time periods specified by the Sarbanes-Oxley Act and SSAE No. 16 audit requirements.

## MSB Standard Dispute Handling Procedures

Disputes are defined as not agreeing that a balance is owed. Examples would include a defendant saying: "I don't owe that because..." or "I do not owe the full balance because...".



#### Some considerations include:

- FDCPA
  - MSB should obtain validation of debt or invoice from client (an invoice, ticket, court document, etc.)
  - Respond to defendant with a letter containing validation of the debt confirming the balance owed.
- Attorney Cases
  - A designated team member will respond to attorney cases
  - o In most cases the same process is followed as above
- Dispute Balances
  - Search Titanium for proper data (account is active, name, SSN, DOB)
  - Contact client about the dispute and confirm balance or any payments
  - Respond to defendant by letter
- In all disputed cases verbal disputes and written disputes the case is placed on "hold" and an investigation is performed. Collection efforts halt as the situation is investigated.
- Phone calls MSB records 100% of all outbound and inbound phone calls. In addition, we store the data for two years to ensure that we have adequate access to historical data in the event of a problem.
  - Most agencies do not record calls nor store the data for multiple years.
  - MSB's confidence in its processes and trust of its employees provides the City open access to all call data at any time for review.
  - The recordings are also used for training and, if necessary, disciplinary purposes.
  - Our Quality Control Department regularly monitors all calls to ensure our agents are maintaining compliance with all state, federal and local laws as well as all client regulations.
- Defendant Portal
  - MSB has a defendant web portal where defendants can upload dispute information and submit complaints and evidentiary proof.
- MSB responds to all disputes regardless of the account type
  - MSB has an obligation to be able to validate any debt they are attempting to collect.
  - MSB will need validation of the account, if disputed.
  - Client will be contacted to get proof of the debt or correct balance.



12.15 The Contractor shall provide all personnel, materials, services, and facilities needed to fulfill the requirements.

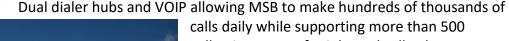
MSB has all personnel, materials, services and facilities currently operational in Austin, Texas and is prepared to continue collection services on behalf of the City with no need to acquire additional resources including full-time IT personnel to assist with implementation of a new case management system.

#### **Facilities/Materials**

GILA

MSB successfully services all our clients from our headquarters in Austin, Texas. Centralizing all our human, technical and financial resources allows us to offer a superior collection solution to the City. Using a toll-free telephone number, e-mail, an online client web portal, daily electronic file transfer, live chat and face-to-face meetings, we provide immediate customer service and coordination with the City. The City is also invited to visit our facilities at any time.

MSB resides in a 50,000+ square foot world class facility, built from the ground up specifically designed to maximize our efforts. Our facility provides the following suite of capabilities:



collection agents for inbound call volume

- Dual diesel power generators allowing MSB to maintain its collection operations with a power outage up to 36 hours
- Greatly expanded rest areas to ensure employees can make the most of their break time maintaining higher performance during work time.
- Green operations including paper, plastic,

and metal recycling and motion sensor activated area office lighting (which shuts off if no motion is detected after a few minutes).

We upgraded our collection software to better accommodate the continued growth of our already-large database. We have also upgraded our phone system with improved IVR capabilities which allows MSB to record all calls.

The City's contract positively impacts the City's economy as MSB employs over 400 people at our Austin, Texas headquarters. This staff can support the size and growth of the City's collection program. MSB would not need to hire any additional staff to



continue our program and is also staffed for growth including the employee composition provided on the following page.

#### Personnel

MSB currently has 422 local Austin-area residents as full time employees. Key members of the MSB Team will be assigned to assist throughout the contract including the following roles:

- <u>Sales Executive</u> responsible for global issues including the contract and overall satisfaction of the City and Court. Jordan Freytag will continue to be the Court's dedicated Sales Executive.
- Account Executive responsible for day to day contact, reporting, invoicing and general account level questions. Janet Acosta will continue to be the Court's dedicated Account Executive. Megan Allan, Director of Client Services, will continue to provide support to Janet.
- Business Analyst responsible for implementation, custom reporting and data transfer. MSB will assign the appropriate number of BAs to be available onsite should the Court have any new requirements after contract award as well as when the Court is ready to move forward with its new case management system. MSB has several BAs on staff that have been involved in the Court's collection program and are familiar with different case management systems utilized by municipal courts including web consumption.

#### **Services**

MSB has been providing the exact services specified in the City's RFQS to Texas Municipal Courts for twenty-seven years. MSB currently performs all services requested in the RFQS and will not be utilizing a subcontractor.

12.16 The Contractor shall provide inquiry only access for Court personnel to view activity on Austin Municipal Court cases and generate reports in the Contractor's software database/collections system. The Contractor shall provide a minimum of fourteen (14) licenses which need to be able to be accessed simultaneously.

The Court will can access cases online, in real time, 24X7. A login name and password will be issued to allow approved employees to enter the secure site to review information in real-time. Cases may be reviewed by using several different fields such as name, case number, address, social security number, etc. You can also view all Action Codes, Result Codes, Status Codes and Memo Codes depending on the criteria you provide. This technology allows the Court to quickly find all



information regarding a case including amount due, amount paid, agents' notes, updated address information, etc.

MSB's unique Client Portal enables our clients to have full transparency on all accounts submitted to MSB. This portal allows the following functions:

- Run Various reports in real time
- Submit files, individual accounts and recalls
- Report Wrong Party Contact (WPC) information
- Review client history (previously reporting files, accounts, etc.)
- Access account level details (collector notes, when a letter was mailed/phone call made, skip tracing took place, updated contact information, etc.)
- Submit a request or contact MSB
- \*\*New Feature\*\* Real-time on-line chat feature available from 7:00 AM 6:00 PM. Chat to a MSB Client Services Representative LIVE!

EXECUTION.

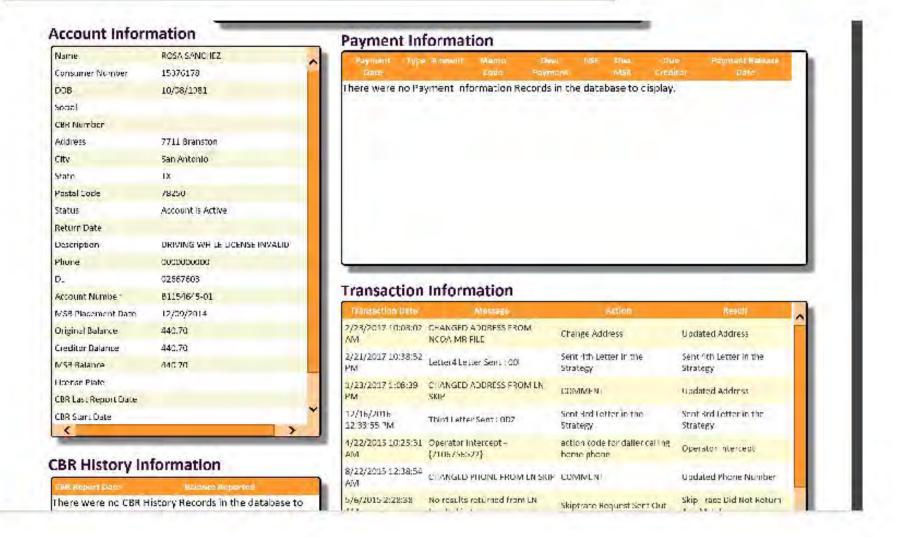
L Logout Gila Monster Master

The Court will have an unlimited number of licenses which may be accessed simultaneously.

Sample screen shots of the client portal has been provided below:









12.17 The Contractor shall accept direct payment on any referred case and shall have the ability to process payments received via the Contractor's web portal, by phone, or by mail. Payments shall be deposited to the Court's bank account no later than the next business day along with a daily payment and deposit report, which identifies the case number, defendant's name, date of birth, date of payment, and the payment amount received. The Contractor shall receive and record all payments made.

MSB offers numerous options for defendants to satisfy their obligation to the Court. In our experience, payments accepted directly on behalf of our clients achieve a higher collection rate. Defendants may choose from the following methods of payment:

- All major credit cards and debit cards
- Walk-in payments to our Austin, Texas office
- Online website payments, 24X7
- Interactive Voice Recognition (IVR) Payment (24/7)
- Electronic check over the phone/online (Vcheck)
- Call center staff-facilitated phone calls (89 hours/week)
- More than 50 walk-in locations in the Austin area alone including:
  - Money Gram (Wal-Mart or CVS location)
  - Western Union Quick Collect (7-Eleven location)
- Cashier's check/Money order
- Certified check
- Personal check mailed via USPS
- Walk in cash payments accepted at all ACE Cash Express stores nationwide
- Kiosk MSB offers the Court the use of a Kiosk to use at the Court for defendant payments. All costs and maintenance will be provided by MSB.

All payments will be recorded in our software which will allow us to forward a daily payment report as well as give the Court access to the payments through the online Client Portal.

MSB maintain a 99.999% rate of payment posting accuracy within 48 hours of receipt and 100% security of all entrusted funds.

#### **Deposits**

MSB's current process is to have all payments posted prior to 1:00 pm, including any walk-in payments. A MSB-paid courier is scheduled to pick up the deposit which is always run against reporting and counted by 2 individuals for accuracy. This is completed by 4:30 for same day bank credit. The daily payment and deposit report will identify the case number, defendant's name, date of birth, date of



payment, and the payment amount received.

MSB is happy to work with the Court to make any requested changes to the current procedures including a next-day ACH transfer of all funds. MSB facilitates an ACH transfer of accounts for numerous clients. We only need a signed ACH form from the City that would contain the routing and bank account number that the deposit should be made. This process takes a maximum of 24 hours to complete.

12.18 The Contractor shall forward all correspondence from defendants that directly relates to regular Court business to the Court on a daily basis. This includes, but is not limited to: pleas, motions, death notices, time served requests, and other general communication.

MSB has a dedicated correspondent team who logs, scans and responds to all defendant communication. MSB will forward all correspondence from defendants that directly relates to regular Court business on a daily basis.

12.19 With the exception of cases paid in full, all payment to the Contractor shall be made in accordance with partial payment procedures provided by the Court. Payment plans can only be negotiated by the defendant with the Court. Any payment plans negotiated with the Contractor will not be honored by the Court.

MSB has trained our call center agents and they are provided with agent notes regarding the Court's payment plan procedures. This information is relayed to defendants who are unable to make a payment in full but do want to be on a formal payment plan. MSB will direct these defendants back to the Court to negotiate their payment plan.







12.21 The Contractor shall clearly identify themselves as an agency separate and distinct from the Court in all communications (verbal and written).

MSB does and will identify ourselves as an agency separate and distinct from the Court in all communications.

12.22 The Contractor shall provide multiple methods for defendants to communicate with the Contractor (web portal, live operator, mail, email, chat).

MSB has the ability to service the Court's customers in the following manner:

- Phone via live call center agent 89 hours/week.
- IVR available 24X7.
- Email through our documentation team who will respond in email to anyone who emails or requests this type of communication.
- Mail is sorted, scanned and responded to by our dedicated correspondence team.
- In person. MSB's office is located in Austin and personnel are available to assist and take payments.
- Web portal is available 24X7. Please see below for additional information regarding this portal.

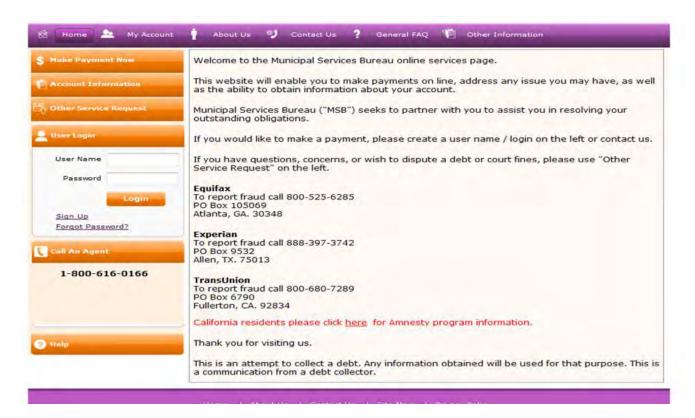
#### **Online Defendant Portal**

MSB's online defendant portal enhances the defendant's interaction with MSB by giving them the option to perform the following actions:



- Review their account
- Make a payment
- Request a call back from MSB
- Review Frequently Asked Questions
- Report a dispute
- Download dispute documentation

MSB has provided a sample screen shot of the portal below:



12.23 The Contractor shall employ a sufficient number staff that has the ability to provide verbal and written communication in both English and Spanish. Service for communications in languages other than English and Spanish shall be provided upon request.

In a diverse culture, effective communication between our collection staff and defendants is paramount. Bilingual personnel and bilingual correspondence help overcome language barriers in order to help defendants find reasonable solutions to financial hurdles. MSB is uniquely positioned by employing a collection staff that is over 40% bilingual in both English and Spanish.

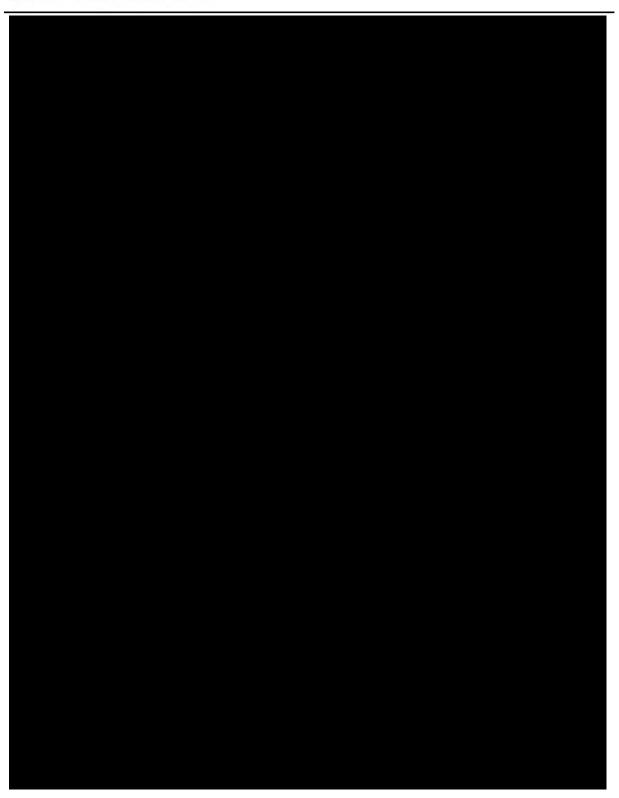


All correspondence may be double-sided to have English and Spanish versions of the document available to the reader.

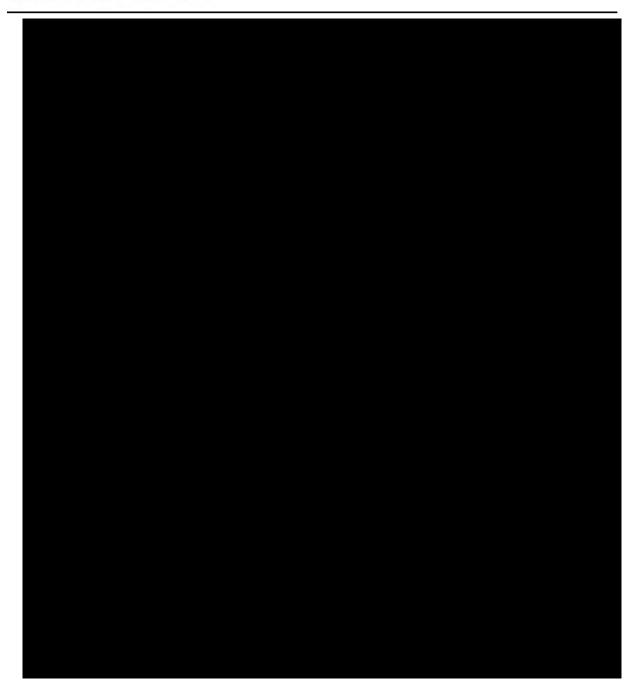
MSBs has a contract with a company called Transperfect, a translation management solution that gives us access to more than 70 languages. This allows us to speak to defendants who do not speak English or Spanish.



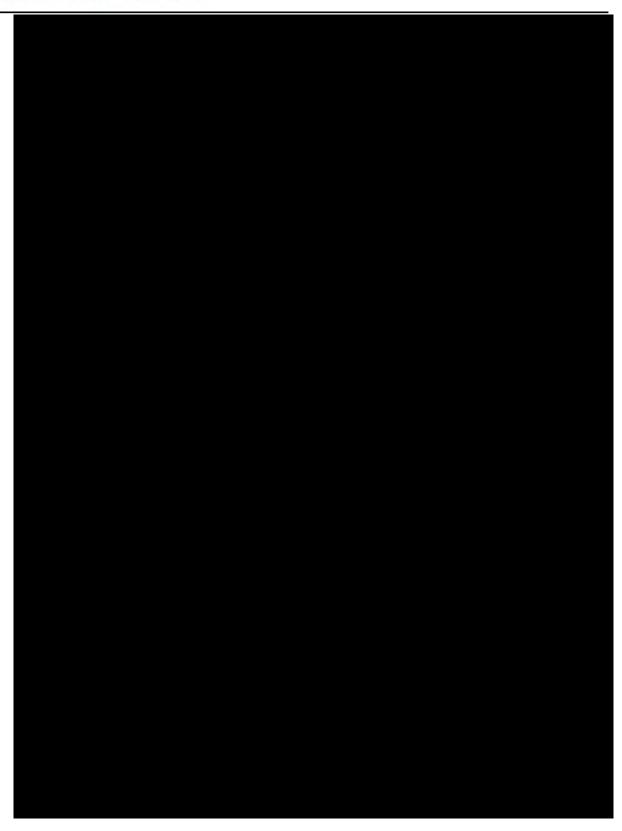
















12.25 The Contractor shall provide the Court quarterly and annual performance reports detailing, at minimum, performance data as outlined below. The Contractor's performance is acceptable when the Contractor has:

- Maintained monthly collection rate (after first three months) of >/= 10%
- Maintained monthly resolution rate (after first three months) of >/= 15%
- Maintained yearly collection rate of >/= 15%
- Maintained yearly resolution rate of >/=20%
- Maintained life of contract collection rate (after first year) of >/= 23%
- Maintained life of contract resolution rate (after first year) of >/= 30%

MSB has direct experience with meeting the requested performance measures for the revenue and resolution rates for delinquent cases for the Court as shown in our performance measures provided in Table No. 12: Recovery Rates for Sample Clients,



Table No. Table No. 13: Collected Dollars and Life of Contract Collection and Resolution Rates and No. 14: Annual Collection Rate Performance.

MSB will continue to dedicate the resources to meet and exceed the requested performance measures and provide monthly reports to the Court to show our success. MSB 100% guarantees to meet the performance expectations of the Court.

**Table No. 12: Recovery Rates for Sample Clients** 

Odessa, Texas Municipal Court	38%	Life to Date
Richardson, Texas Municipal Court	31%	2016
Wichita, Kansas Municipal Court	56%	2016
Anchorage, Alaska Municipal Court	50%	Life to Date
Marion County, Florida Clerk of Court	68%	Life to Date
Hawaii Judiciary	38%	Life to Date

#### Performance on Court's Contract

Since initial contract inception, the Court has submitted over 1,250,000 accounts to MSB for collection. Since being awarded the contract, MSB has collected over \$62,000,000. MSB is proud of our record of helping the Court reduce the amount of outstanding cases throughout our partnership. We're dedicated to continuing to provide a comprehensive collection methodology that meets the Court's needs. The following data in Table No. 12 demonstrates MSB has exceeded the performance measure goals for life of contract collection rate, life to date resolution rate and annual collection rate performance of 15%. MSB has also achieved resolution rates that are higher than the acceptable rates.

RFQS Number 4600 EAD0302, Collection of Delinquent Municipal Court Case Balances for the City of Austin



Table No. 13: Collected Dollars and Life of Contract Collection and Resolution Rates

Case Type	\$ Value Referred	\$ Amount Collected	% of Collected \$	Cancelled \$	Resolution Rate
Adjudicated Criminal	\$154,919,000	\$46,193,000	30%	\$60,513,645	50%
Unadjudicated Criminal	\$70,313,523	\$9,208,421	13%	\$44,463,486	33%
Adjudicated Parking	\$23,712,278	\$5,291,000	22%	\$5,291,647	36%
Unadjudicated Parking	\$2,040,400	\$609,711	30%	\$613,466	43%
Red Light	\$2,682,553	\$694,985	27%	\$26,569	26%
Total	\$246,208,892	\$60,367,741	24%	\$113,102,350	45%

Table No. 14: Annual Collection Rate Performance

Case Type	\$ Value Referred	\$ Amount Collected	% of Collected \$
All Case Types	\$10,923,967	\$1,761,360	16.12%

12.26 The Contractor shall provide monthly, quarterly and annual reports for all cases assigned. Activity shall be broken down by adjudicated criminal cases, unadjudicated criminal cases and then by case type (civil parking cases, civil red light camera cases, traffic, and all other criminal cases). At minimum, the report shall include:

- Number of cases accepted, inactivated, activated, returned due to payment, or otherwise terminated or recalled
- Number of contacts attempted, by contact type
- Cases paid
- Total amount collected
- Aged cases/collection statistics

MSB can generate reports showcasing all the listed data elements. MSB can set up a subscription to provide a report with the exact data elements requested and at the frequency requested to be delivered via FTP or secure email.



MSB sets up each case type (parking, red light, adjudicated and unadjudicated traffic) as a separate "short name" in our case management system. This allows us to report on each case type individually or roll up all case types into one report. We have provided a sample of each report in Tab 7, Sample Documents as requested.

12.27 The Contractor shall provide additional reports upon request of the Court.

MSB acknowledges the need for a cooperative effort and open communication in regards to reporting collection data to the Court. Below is a description of our reporting procedures:

During the Implementation Phase, the following items will be identified for discovery between the Court and the MSB Implementation Team:

- Establish Detailed Requirements for all Reports:
  - Develop, Deliver and Approve
- Establish the Court's Preferred Method of Report Delivery:
  - Mail, Email, FTP, SFTP
- Establish the Court's Preferred Format for Reports:
  - o Excel, PDF, CSV, Flat File, Crystal, Other
- Establish the Court's Delivery Schedule for each Report Required:
  - Daily, Weekly, Monthly, Quarterly, Annually
- Determine the Court's Reporting Distribution List

MSB's client management team is responsible for generating and specializing reports to suit your needs. The timeframe can be altered, although most have a predetermined schedule depending on the type of report. MSB has the ability to create custom and ad-hoc reports as needed by the Court. All reports can be provided daily, monthly, annually and/or contract to date.

MSB always maintains an "open door" policy for our clients. All of our reports and collection data can be inspected, including audits, at any time by the appropriate client representatives. All reports, including invoices, may be sent electronically. MSB is committed to fully cooperate with all audit inquiries and confirmation requests. MSB has provided sample performance reports in Tab 7, Sample Documents, as requested, including the current Collection Summary Report and Invoice submitted to the Court. *Table No. 15: Management Reports* lists additional reports available to the Court.

EXPERIENCE - EXECUTION - ETHICS

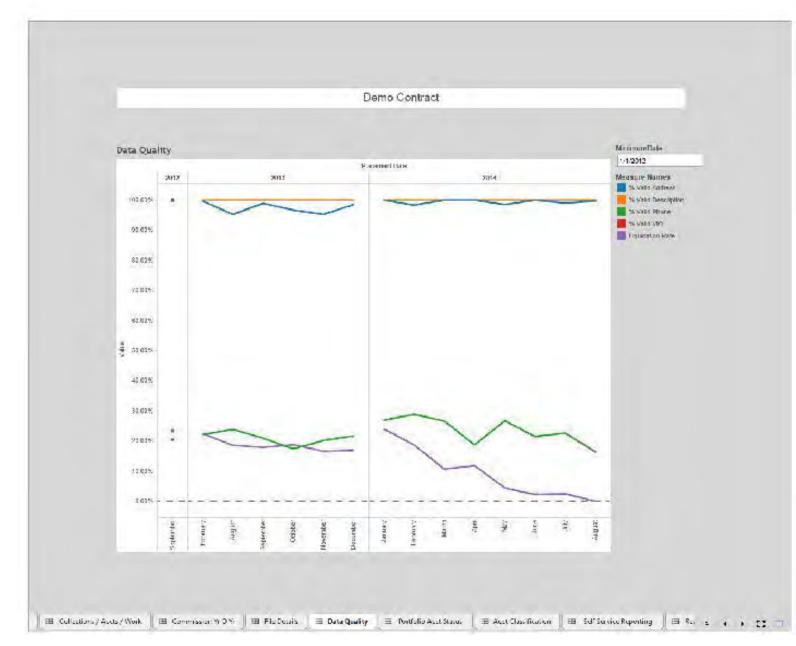


**Table No. 15: Management Reports** 

Report Name	Description			
Client Data Summary	Provides a high-level overview of collection results, broken down by debt type, and the following time periods: month to date, year to date & life to date. The report includes the following fields: Number of accounts, Submission dollars, Collection dollars, Add on fee (MSB's fee).			
History Analysis	Provides a detailed analysis of collection results, broken down by debt type and submission batch. The report provides rolled up totals year to date and life to date for each debt type and includes: Time Period, Number of new accounts, Submitted Dollars, Average submission, Current collections, Collected to date, Net Liquidity %, Gross Liquidity, Current Commission, Commission to date, Cancelled accounts, Cancelled dollars, Cancelled % & Number of PIF Accounts.			
Creditor Inventory Report	Provides the current status, collections and current balance of ALL accounts placed with MSB. The report includes the following fields: debtor name, account number, Turnover date (date placed with MSB), Original Balance, Original Add on (MSB's fee), Collected, Current Balance, Current Add-on and Tag.			
Paid in Full	Lists all debtor accounts that have been paid in full. The report includes the following fields: Debtor First Name, Debtor Last Name, Payment Amount, Activity Code & Payment Date.			
Partial Payment Report	Lists all debtor accounts that have made partial payment(s). The report includes: Debtor Account Number, Debtor Name, Original & Current Balance			
Spin Down Report	Provides a detailed analysis of MSB's collection by batch, relative to the time it took MSB to collect on the accounts. This report can be run by Placement Date or Violation date and includes: Creditor Short name (client unique identifier), Creditor Name (client name), Submission date, Submission count, Workable submission amount, workable current amount, Collection time frames.			
Broken Promise Report	Lists all accounts that have made a promise to pay and broken that promise. The report includes the following fields: Debtor Name, MSB Debtor Number, Client Account Number, Balance Due, Promise to Pay Date & Payment Status			
Dialer Activity Report	This report totals the number of our outbound call attempts for your accounts. It is broken down to categorize the call result (line busy, no answer, wrong number, etc.), the number of live contacts, the number of right party contacts and the percentage of payments based on the right party			



MSB has expanded our Client Portal to include a new drop and drag reporting tool. This new addition will allow the Court to have full transparency and provide Performance Reports. Below is a sample screen shot:





12.28 The Contractor shall invoice the City monthly. A payment summary shall be provided along with the invoice. All discrepancies shall be resolved before the invoice for that month will be paid.

MSB's current process is to submit a summary invoice which matches/reconciles with the City's fee report eliminating any time needed to be spent by the City to reconcile. MSB's finance department is well versed in this process to answer any questions which may arise prior to the invoice being paid. MSB agrees to monthly invoicing. A payment summary will be provided to the Court along with the invoice. MSB has provided a sample invoice in Tab 7, Sample Documents as requested.

12.29 The Contractor shall provide onsite staff during pre—implementation and implementation periods when requested by the Court.

MSB will provide Austin-based onsite staff at any time during the contract period including the pre-implementation and implementation periods. There will be no maximum number of staff assigned; we will happily provide an unlimited number of human resources to stay on schedule.

12.30 The Contractor shall pay for any and all costs incurred to fully transmit and receive data from the Court's current Case Management System to the new Case Management System as well as any costs from the original interface, upgrades, and/or modifications required. Contractor shall be responsible for costs associated with the interface including billable staff time, resources, interface development, testing, and implementation.

MSB has a current process in place to interface with the Court's mainframe software; however, should changes be requested that incur a cost, MSB will be fully responsible for such costs. Additionally, MSB will be responsible for any costs associated with interfacing with any possible new case management systems the Court implements.

MSB has provided additional information about our computer network and security in *Table No. 16: Computer Network and Security.* 



Table No. 16: Network and Security

	vork and Security
Computer or Security Heading	Definition
Collection Software  Network	Titanium maintains a record of all case activity, including placement data, payment history and collection attempts. In addition, the system is a real-time, online system; therefore, cases are immediately updated when an agent performs any action on a case.  Redundant multi-megabit connections should an outage occur. Network hardware support contracts are renewed on an annual basis for each
	networking device, thus ensuring 99.999% availability. MSB has partnered with an independent network firm to monitor and audit our network connectivity from end-to-end.
Backup Capabilities	Backups are performed nightly to an EMC Avamar VTL system that is replicated to a larger grid in New Jersey. MSB is able to instantly restore any file that has become corrupt, damaged, deleted or otherwise rendered unusable. The entire FICO server is backed up on a nightly basis, 7 nights a week, on the Avamar and is replicated off-site. All call recordings are maintained for a minimum of two years Record Archival
Disaster Recovery Plan	MSB maintains an Agility partnered solution for a fully operational collection center within 48 hours of a natural disaster.
Virus Protection	McAfee Enterprise Edition v8.0.0 virus scan engine on every desktop and server.
Data Security	MSB adheres to very strict data security standards and has complied with the SSAE No. 16 SOC 1 Type II Audit. MSB will protect information from unauthorized use, disclosure or destruction through the observance of all federal and state information security and confidentiality laws. In addition to software security, MSB destroys all paper trash via a weekly pick up by a local document shredding company. All employees sign a confidentiality agreement upon hire.
Physical Protection	MSB's offices are secured with a monitored alarm system that utilizes motion detectors, door sensors and panic buttons. All visitors are required to register at the receptionist's desk and must be escorted by an MSB employee. Employee access to the facility is controlled by a logged access token (key fob). The IT data center requires a special secured access token, which is created

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	and monitored by our Information Technology
	Department.
Laptop Security	MSB installs Computrace® Plus by Absolute®
	Software on every laptop issued to our
	employees. This commercial version of Lo Jack
	provides IT asset management, data and device
	recovery and theft recovery services.
Network Penetration Testing	MSB contracted network experts, Spohn
	Consulting, Inc., to perform quarterly network
	penetration tests.
Email Data Security	MSB utilizes fully redundant Cisco IronPort
	Appliances to secure their email environment.
Remote Monitoring of Server Room Conditions	MSB purchased an environmental monitoring
	appliance to keep a close eye on our server room
	and allow us to remotely monitor physical
	conditions.

12.31 The Contractor shall comply with, and assume any cost associated with changes to federal, state, or local legislation that impact this agreement within the timeframe established by law.

MSB will comply with and assume any cost associated with changes to federal, state or local legislation that impacts any agreement with the City and provide a remedy in the established timeline.

12.32 The Contractor shall comply with all laws, statutes, and other governmental provisions in effect during the term of the agreement, including the Texas Debt Collection Act, V.A.T.S., Art. 5069, Chapter 12 and the Federal Debt Collection Practices Act (FDCPA), U.S.C.A., Section 1962, Senate Bill 1778, 77th Legislature, and SB 1863, 79th Legislature - State of Texas. Although the Contractor may not be legally obligated to adhere to State and Federal debt collection laws (specifically FDCPA) in the collection of criminal court-ordered judgments, the Court does expect the Contractor to fully comply with the laws as a guideline unless specifically authorized by the Court in writing otherwise.

MSB is known for its ethical collection services while maintaining stringent compliance with all legal practices and contract provisions. This includes the following practices:

- Member of The Association of Credit and Collection Professionals (ACA International)
- Adhere to ACA International's Strict Code of Ethics
- Agent's Pledge Signed by All Staff



- Compliance with All Federal, State and Local Laws including the Texas Debt Collection Act, FDCPA, SB 1778 and 1863
- **Fully Insured**

MSB is compliant with all federal, state and local laws and will maintain this status throughout the contract period. Furthermore, MSB shall conduct work done under this contract in strict compliance with all applicable laws related to the collection of government receivables and shall maintain all licenses according to industry standards.

As with all of our clients, we are cognizant of the evolving changes of collection laws and will adjust our practices as necessary to maintain compliance throughout the term of the contract. Our training program educates MSB's staff on current legal guidelines, and our management team provides on-going notification of new laws and regulations in order to maintain compliance.

More than simply complying with all federal, state, and local, we proactively maintain a compliance program that promotes prevention, detection and resolution of any instances of non-compliance. MSB sent a representative to the TMCEC legislative update held in Austin August 18. It is important to us to stay updated on all legislation that affects our clients.

The collection industry is a sensitive business, in which financial issues affect our clients, their debtors, our corporate reputation and our employees. MSB's clients can depend on the services we have contractually agreed upon being in accordance with all laws and the highest standards of ethics.

# Tab 7 – Sample Documents





#### Accurate, Compliant Reports and Letters

#### TAB 7 – SAMPLE DOCUMENTS:

Provide samples per Items 12.3, 12.20, 12.24, 12.25, and 12.26 in Section 0500 Scope of Work.

MSB's correspondence and scripts are reviewed by our legal and compliance departments to give our clients piece of mind. Reports are customized to meet our clients' specific needs.

Please reference MSB's sample documents following this page.

86



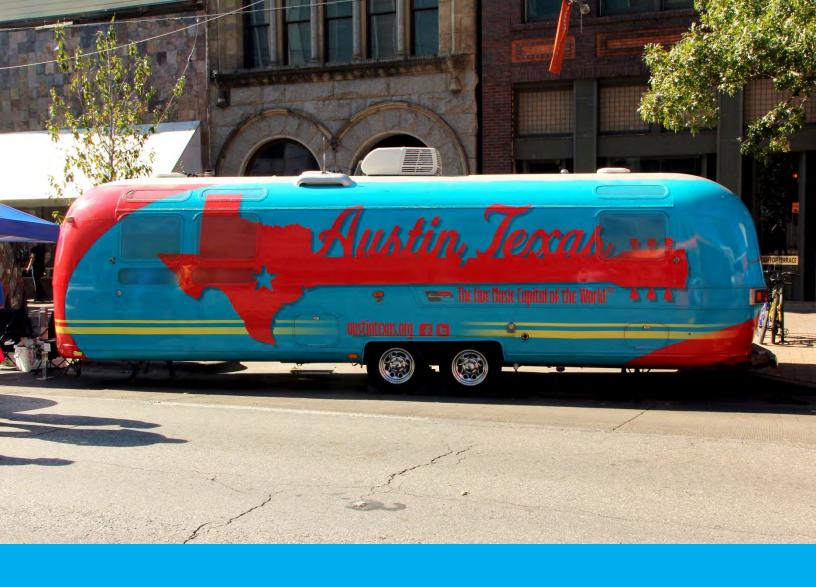
# 12.3 Interface Design

### **Interface Schema**

		Source Field Name	Description	Type	Sice	Committee ()
1		+all fields	1	100		
L		CaseNum	-	Test	50	cnulo
н		PlateNum	-	Test	50	chite
н		PlaleState	-	Text	12	cnub
Ļ		PlateType	-	Test	16	cnub
	_	PlateClass	-	Test	11	Cruillo
Ŀ	_	PlateColis	-	Test	- 11	CHLED
		Plateirea	-	Test	1	cnub
		PlateCounty	+	Test	1.	cnub
н		VIN	-	Text	51	mub
9-		CitationDate CitationTime	+	Tost	15	chulb-
-	-		+	Test		onub
-		ChallenLacation	1	Test	50	cruit-
		TicketingOfficeRunber	+	Text	50	inub
н		PaningHets/Numbe	+	Text		cnub
-		Charge 1 Code	+	Text	50	chulo
4		ViolDesc	+	Text	50	cnub
F		TotaDue	Pin start	Text	30	chulb
5		BalanceDun	Principal	Teat	50	cnub
-		Charge/Eode	1	Test	50	chulb:
1		Charge20 escription	1	Toxi	50	cnub
Į.		Charge/Amount	-	Text	50	cnulb
L		Amount To Collect 2	-	Text	50	cnub
H	.43	Charge 3Code	-	Test	50	cnulb
ш		Charge 30 exception	1	Test	50	chulb
H		Charge Shmourt	1	Text	50	chulb
H		Amount ToCollect3	1	Text	50	chulb
H		VehicleMake	-	Test	50	chulb
L	_	VehicleModel	1	Text	25	cnub
Ш		VehicleTypeDescription:	1	Test	50	cnub
L		VehicleColo:	_	Total	50	CHUID
L		Secondary/VehicleEnlor	_	Test	50.	comp
L		VehicleBodyDescription	-	Total	50	cnulb
Į.		VehicleClass	-	Test	22	CHILD
μ		VolvoleManufacture/ear		Taxt	50	coult
L		VehicleRegistrationDate	-	Test	50	crub
L		YehicleFlegshalanExpiration	_	Tent	50	Chulb
L	_	LastNameFirstName	-	Test	50	chub
Н		Address1	_	Test	50	chillo
L	_	Address2	_	Test	50	chulb
L	40	Field9	_	Text	16	coults
į.		City	_	Text	150	cruib
L	_	State		Test	50	cruit-
L		Zip		Teut	50	chulb:
Е		Fiet/42		Text -	10	coults
L		Phone		Text	50	cnub:
	_	Field45		Text	10.	chulb-
L		Field46		Text	1	cnub
L		Field47		Text	7	chulb.
		Field48	100	Test	50	cnult-
U	_	D-atmSent		Test	15	cnub
	• 5T	TransactionCode		Text	15	cnulb
	97	CaseTypeCode		Text	50	cump
	53	DLNum		Text	15	chulb
Г	54	DLState		Text	13	coult
	55	D08		Taul	15	cruib
	55	SSN		Text	15	(mab)
	57	EmpNane		Test	100	create
	_	EmpAddess		Test	100	contin
E	53	Field56		Text	35	cnub
	60	Field59		Text	24	(nub
	- 61	Fieldfel)		Test	12	cnulls
		Fedfi1		Toul	2	cnule
F		ErroPhone		Test	10	smile
F		TotaPaid		Test	10	(null)
F		Conviction		Test	6	cruit-
F		StatusCD		Test	15	chulb
	_	StateDate		Tout	15	coultr
F	500					

### **Interface Schema**

1 .	Target Field Name	Ja	get Field Expression		Descriptors	Type	5828
	1 CreditorReferenceNu	mber H	ecords("Submissions"   Fields("CaseNum")	15		East	20
	2 LastName	=N	amePart(1", Flecords("Submissions") Fields("LastN-	65		Text	54
-	3) FirstName	=N	ameParti 1", Records Submissions ") Fields ("LastN	25		Text	64
	4 MiddleName	=N	amePatt["m", Records("Submissions")Fields("Lastf	25		Text	64
100	5 Prefix			65		Tend	16
-	6 Sulfix	-		180		Text	16.
	7 AddressLine1	-Fi	ecords("Submissions"), Fields("Address1")	75		Text	128
	B AddressLine2		ecords("Submissions") Fields("Address2")	1S	-	Text	128
	3 AddressLine3	-		一款		Timet	128
-	10 Ctv	-B	ecords "Submissions" Fields ("City")	6S		Text	64
_	11 State		ecords("Submissions") Fields("State")	120		Text	20
_	12 PostalCode		= grub("." trim(Records("Submissions") Fields("	125		Text	32
-	13 County	4	- Andre - Trends Account and the second	25		Text	64
_	14 SocialSecurityNumber	400	n + gsub("\"," trim(Records)" Submissions"), Fields(	133	-	Text	9
_	15 CommericaConsumer		ri - gode - ) sampriocolds Submissions preside	9.5	-	Text	1
_	IE Commercial dNumber			- 6		Text	15
_	17 Commerca Name	-		- 12		Text	128
_	TE BithDate		A CONTRACTOR AND A CONTRACTOR OF STREET	153			_
_	THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TW		b = grub("-","" trim(Fiecords) Submittions") Fields)	100		Text	8
	19 Email	-		65		Text	128
	20 Language			65	-	Text	3
_	21 DriversLicenseState		ecords("Submissions"), Fields("DLState")	6		Teid	16
	22 DriversLicenseNumb	H mid	ecords["Submissions"], Fields["DLNum"]	100		Teid	16
	23 Legacyld			- 6		Text	20
	24 PhoneNumber1		none = gsub(":","" frim(Records("Submissions"), Fell	65		Text	10
_	25 PhoneType1	47	4"	165		Text	1
	25 PhoneNumber 2	-		65		Text	10
_	27 PhoneType2	-		168		Text	1
-	2 PhoneNumber3	-		15		Text	10
	25 PhoneType3	10		18		Text	1
1 3	30 PhoneNumber4	-		23		Text	10
	31 PhoneType4		-	· 35		Test	1
	PhoneNumber5	4		45		Tend	10
	33 PhoneType5	-		100		Trisd	11
_	34 CreditorShortName	i≥'h	- deleconverti"mmddyssy" "mm/dd/yssy" Flecoxts	13		Text	8
_	35 CreditorExtReference	and the same of the same of		3		Test	20
_		4		125		Test	8
_	37 LastServiceDate	nt o	Records "Submissions" Fields "Cration Date" If le	K		Text	8
_	38 ChargeOffDate	-	Therefore a security is the first answer and it is	133		Text	8
	39 Description		ecords ("Submissions") Fields ("ViolDesc")	173		Ted	64
_	40 InterestRate	- 1	condit passesses it back sometic i	100		Text	6
_	41 InterestDate	-		100		Text	ã
_	42 InterestAmount			120	Transaction	Text	16
$\overline{}$	42 AccountinterestFlate	-		100	Interest Per-	Text	16
$\overline{}$		- 1	and the second of the desire of the second o	100	N. EGIGGE F. CH	-	_
	44 BucketAmount1		mal[Records]"Submissions"[Fields]"BalanceDue"	100		Text	10
-	45 BucketShortName1		Ti .			Text	8
_	46 BucketAmount2			65		Text	10
_	47 BucketShortName2	-		103	-	Tax	8
_	43 BucketAmount3			0.5		Text	10
_	49 BucketShortName3			68		Text	0
_	50 BucketAmount4	-		45		Text	10
_	51 BucketShortName4	#		165		Test	8
	52 BucketAmount5			168		Text	10



# 12.20 Scripts, Letters and other Material

# MUNICIPAL SERVICES BUREAU PO BOX 16755 AUSTIN, TX 78761-6755 TOLL FREE: (800) 616-0166

TOLL FREE: (800) 616-0166 AUSTIN, TX: (512) 454-4757



To make a payment online or receive additional information about your account, please visit us at <a href="https://www.msbselfserve.com">www.msbselfserve.com</a>



Get the Free App at http://gettag.mobi and scan this image to make your payment now.

HOURS OF OPERATION:

MON - FRI: 7AM - 11PM CST

SAT: 8AM - 5PM CST

#### YOU HAVE UNRESOLVED COURT CASES

Reference: AB1234 Date: August 18, 2017
Dear Mary Smith: Total Due: \$260.00

Municipal Services Bureau has been contracted by the **City of Austin Municipal Court** to handle your unresolved financial obligations with the Court. This letter is to inform you that **you have an outstanding balance due** to the **City of Austin Municipal Court.** You may contact us at **1-800-616-0166** or **512-454-4757**. Payment alternatives are listed on page 2 and are available to those who qualify. Contact our office to avoid potential additional

MUNICIPAL SERVICES BUREAU 8325 Tuscany Way, Building 4 Austin, TX 78754 Office Hours: Mon-

Fri 8AM – 5PM

In person payments accepted at our local Austin office.

Case # AB1234 **Offense** 

INVALID DRIVERS LICENSE

penalties. All forms of payment are accepted in person at the address below:

**Amount** 

Violation Date

03/02/2017

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT LEGAL RIGHTS AND INFORMATION

# MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM, MONEY ORDER, PERSONAL CHECK AND ACE CASH EXPRESS. CASH PAYMENTS MAY BE MADE IN PERSON. For

ACE Cash Express locations, visit <a href="http://www.acecashexpress.com/">http://www.acecashexpress.com/</a> or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

\*\*\* DETACH LOWER PORTION AND RETURN WITH PAYMENT\*\*\*
PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER

178CSMSBU06045

CSMSBU06 PO Box 1280 Oaks PA 19456-1280 CHANGE SERVICE REQUESTED Card Number (SEE BELOW NOTICE) Exp Date Security Code

Cardholder Signature Billing Zip Code

Phone or Alternate Phone Total Due Total Paid

Security Code

Billing Zip Code

Phone or Alternate Phone Total Due Total Paid

Security Code

Cardholder Signature Billing Zip Code

Cardholder Signature Total Due Total Paid

Security Code

NOTICE: If you pay by credit card, where allowed by state law, a convenience fee will be added to the total amount. Convenience fees are: \$10 for payments up to \$499.99; \$15 for payments of \$500 to \$749.99; and \$20 for payments of \$750.00 and greater. The fee will be automatically added at the time the credit card transaction is processed, please do not add it to your payment amount. You may avoid paying a convenience fee by making payment by check, money order, Western Union, or MoneyGram.

Reference Number: AB1234 Account Number: 12345

Mary Smith 123 Main St Austin, TX 78754 We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

#### Federal Law

Unless you dispute the validity of this debt or any portion thereof, within thirty days after receipt of this notice, we shall assume the debt to be valid. If you notify us in writing of your dispute within this thirty-day period, we will: (1) obtain verification of the debt or a copy of a judgment against you; and (2) mail a copy of such verification or judgment to you. Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor if different from the current creditor.

State Law

Legal rights provided with each letter.

#### California Residents:

"The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except for under unusual circumstances, collectors may not contact you before 8 a.m. or after 9 p.m. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or <a href="https://www.ftc.gov.">www.ftc.gov.</a>"

#### Colorado:

"FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT SEE WWW.COAG.GOV/CAR."

"A consumer has the right to request in writing that a debt collector or collection agency cease further communication with the consumer. A written request to cease communication will not prohibit the debt collector or collection agency from taking any other action authorized by law to collect the debt."

Tennessee: This collection agency is licensed by the Collection Service Board, State Department of Commerce and Insurance.

#### Minnesota:

"This collection agency is licensed by the Minnesota Department of Commerce."

#### Utah:

"As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation within 30 days of receipt of the original debt notification."

#### Wisconsin:

"This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, **www.wdfi.org**."

New York City Residents:

New York City Department of Consumer Affairs license number is 2020964 - DCA

North Carolina: Permit #3710

Municipal Services Bureau's Physical Address:

Municipal Services Bureau
8325 Tuscany Way Building 4
Austin, Texas 78754-4734



#### **City of Austin Municipal Court**

Address: 700 E. 7<sup>th</sup> St., Austin, TX 7870

<u>Mail</u>: P.O. Box 2135, Austin, TX 78768

<u>Phone:</u> (512) 974-4800; <u>Fax</u>: (512) 974-4882

<u>Email</u>: court@austintexas.gov; <u>Internet</u>: www.austintexas.gov/court



#### **Alternative Payment Options**

Alternative payment option information provided with each traffic/criminal letter. Compliance with SB 1913.

#### Unable to Pay?

Payment alternatives may be available to you. All payment alternatives must be approved by a judge. Proof of income and expenses is required. If you or your dependent(s) receive federal assistance (i.e. food stamps, *Temporary Assistance for Needy Families* (TANF), *Women, Infants and Children* (WIC), Medicaid, Section 8, disability), please be sure to indicate the type of assistance received on the financial affidavit and bring proof of the assistance received to court.

- Lower Payment Plan Amount: If you are unable to pay the minimum monthly payment amount
  to satisfy your court obligation, please complete a <u>financial affidavit (English form)</u> and bring
  proof of income and expenses with you to court.
- 2. **Community Service**: If you are unable to pay and would like to request Community Service, please complete a **financial affidavit** and bring proof of income and expenses to court.
- 3. Jail Credit: If you have been incarcerated, you may request credit for time served. To request credit for time served, you must complete the <u>Out of Custody Jail Credit Request form</u> and provide proof of incarceration from a jail or prison that includes the dates you were incarcerated. If you were in custody at Travis County Jail, we will be able to provide proof for you at no charge. If you have not already entered a plea of guilty for the case(s) you are requesting jail credit for, you will be required to do so.

If you have extenuating circumstances that limit your ability to pay or perform community service, you may appear before a judge during a Walk- in Docket session to discuss other options that may be available to you.

Please complete a financial affidavit and be prepared to provide proof of income and expenses on the day you appear to see a judge. A compliance office clerk will review your paperwork before you see a judge. The court holds a Walk- in Docket Monday-Thursday from 8am-11am and from 1:30pm-3:45pm. If you questions about the financial affidavit or Walk in Court process, please contact us at (512) 974-4800, Monday-Friday, from 8am-5pm.

The Walk- in Docket is held at the Court's Downtown location, 700 E. 7th Street, Austin, Texas 78701.

Revised Date: 10/13/2016 1



#### Tribunal Municipal de Austin

<u>Dirección:</u> 700 E. 7<sup>th</sup> St., Austin, TX 78701 <u>Correo postal</u>: P.O. Box 2135, Austin, TX 78768 <u>Teléfono:</u> (512) 974-4800; <u>Fax</u>: (512) 974-4882 <u>Email</u>: <u>court@austintexas.gov</u>; <u>Internet</u>: <u>www.austintexas.gov/court</u>



#### Alternativas al pago con dinero

¿Usted no puede pagar?

Es posible que haya alternativas para cumplir con sus pagos. Todas las alternativas al pago con dinero deben ser aprobados por un juez. Se requiere algún comprobante de sus ingresos y gastos. Si usted o su(s) dependiente(s) recibe(n) ayuda del gobierno federal (por ejemplo, estampillas para comida, Ayuda Temporal para Familias Necesitadas (TANF, por sus siglas en inglés), Mujeres Bebés y Niños (WIC, por sus siglas en inglés), Medicaid, Vivienda de Sección 8, discapacidad) por favor, indique el tipo de ayuda que recibe en el afidávit acerca de su situación económica y traiga comprobantes de la ayuda que recibe del gobierno al juzgado.

- Reducir la cantidad de los abonos en su plan de pago: Si usted no puede pagar la mensualidad mínima para cumplir con su obligación al juzgado, por favor, complete <u>la</u> declaración jurada acerca de su situación económica (Spanish) y traiga comprobantes de sus ingresos y gastos al juzgado.
- Servicio comunitario: Si usted no puede pagar y quisiera solicitar que preste servicio a la comunidad como voluntario, favor de completar la <u>declaración jurada acerca de su</u> <u>situación económica</u> (Spanish) y traiga comprobantes de sus ingresos y gastos al juzgado.
- 3. Crédito Carcelario: Si usted ha sido encarcelado, puede solicitar crédito por tiempo cumplido en la cárcel. Para solicitar crédito por tiempo cumplido en la cárcel, debe completar la Solicitud Para Crédito Carcelario Para Personas Que No Están Bajo Custodia y proporcionar constancia de encarcelamiento, de una cárcel o prisión, que incluya las fechas de encarcelamiento. Si usted estuvo bajo custodia en la Cárcel del Condado de Travis, nosotros podemos proporcionarle la constancia sin costo alguno a usted. Si aún no ha presentado una declaración de culpable por el/los caso(s) en los que está pidiendo crédito carcelario, se le obligará hacerlo.

Si tiene circunstancias particulares que limitan su capacidad de pagar o prestar servicio a la comunidad como voluntario, puede comparecer delante de un juez durante una sesión en el juzgado sin tener que solicitar una cita, para hablar de otras opciones que le pueden ser disponibles.

Favor de completar una declaración jurada acerca de su situación económica y esté preparado para proporcionar comprobantes de sus ingresos y gastos el día que comparece delante del juez. Un empleado de la oficina de cumplimiento revisará sus documentos antes de que pase delante del juez. Este juzgado celebra una sesión de casos sin que se solicite una cita, de lunes a jueves, de las 8 a.m. a las 11 a.m. y de las 1:30 p.m. a las 3:45 p.m. Si usted tiene preguntas acerca de la declaración jurada acerca de su situación económica o el proceso de asistir al juzgado sin apartar una cita, por favor, comuníquese con el personal del juzgado al (512) 974-4800, de lunes a viernes, de las 8 a.m. a las 5 p.m.

La sesión de casos que se atienden sin solicitar una cita se celebra en la sucursal del centro del Tribunal Municipal de Austin, 700 E. 7<sup>th</sup> Street, Austin, Texas 78701.

MUNICIPAL SERVICES BUREAU PO BOX 16755 AUSTIN, TX 78761-6755 TOLL FREE: (800) 616-0166

AUSTIN, TX: (512) 454-4757



To make a payment online or receive additional information about your account, please visit us at www.msbselfserve.com

HOURS OF OPERATION: MON - FRI: 7AM - 11PM CST SAT: 8AM - 5PM CST



Get the Free App at http://gettag.mobi and scan this image to make your payment now.

#### YOU HAVE NOT PAID YOUR DELINQUENT COURT OBLIGATIONS

Reference: AB1234 Date: August 18, 2017
Dear Mary Smith: Total Due: \$260.00

Municipal Services Bureau has been contracted by the **City of Austin Municipal Court** to handle your financial obligations with the Court. You have not responded to our last correspondence concerning your outstanding obligations. This letter is to inform you that **you have an outstanding balance due** to the **City of Austin Municipal Court** You may contact us at **1-800-616-0166** or **512-454-4757**. This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose. Payment alternatives are listed on page 2 and are available to those who qualify. All forms of payment are accepted in person at the address below:

MUNICIPAL SERVICES BUREAU 8325 Tuscany Way, Building 4 Austin, TX 78754 Office Hours Mon – Fri 8AM – 5PM

At the sole discretion of the Court or applicable law enforcement authorities, you may be risking arrest and possible additional costs. To prevent the possibility of arrest, contact this office for further instructions.

Case # AB1234 <u>Offense</u>

NO DRIVERS LICENSE

Amount \$260.00 **Violation Date** 

03/02/2017

NOTICE: SEE REVERSE SIDE FOR IMPORTANT LEGAL RIGHTS AND INFORMATION

# MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM, MONEY ORDER, PERSONAL CHECK AND ACE CASH EXPRESS. CASH PAYMENTS MAY BE MADE IN PERSON. For

ACE Cash Express locations, visit <a href="http://www.acecashexpress.com/">http://www.acecashexpress.com/</a> or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

\*\*\* DETACH LOWER PORTION AND RETURN WITH PAYMENT\*\*\*
PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER

178CSMSBU06046

CSMSBU06 PO Box 1280 Oaks PA 19456-1280 CHANGE SERVICE REQUESTED Card Number (SEE BELOW NOTICE) Exp Date Security Code

Cardholder Signature Billing Zip Code

Phone or Alternate Phone Total Due Total Paid

\$260.00

New Address Info. City State Zip

address

Local Austin address for remittance.

REMIT PAYMENTS AND CORRESPONDENCE TO: MUNICIPAL SERVICES BUREAU PO BOX 16755

<del>a u stilitit tx 7876176755</del>fapdattaadatddefeefttateadattaatttete

Mary Smith 123 Main St Austin, TX 78754

> Reference Number: AB1234 Account Number: 12345

MUNICIPAL SERVICES BUREAU PO BOX 16755 AUSTIN, TX 78761-6755 TOLL FREE: (800) 616-0166 AUSTIN, TX: (512) 454-4757

Different letter for each case type: traffic (adjudicated and nonadjudicated, parking, red light).

HOURS OF OPERATION: MON - FRI: 7AM - 11PM CST SAT: 8AM - 5PM CST

Get the Free App at http://gettag.mobi and scan this image to make your payment now.

To ma about y

#### NOTICE TO PAY YOUR DELINQUENT COURT OBLIGATIONS

I information

selfserve.com

Reference: AB1234 Date: August 18, 2017
Dear Mary Smith: Total Due: \$260.00

Municipal Services Bureau has been contracted by the **City of Austin Municipal Court** to handle your unresolved financial obligations with the Court. According to our records, you have received previous notices regarding your delinquent cases. Because of this, we may be unable to assist you with resolving your delinquent court cases. **TO AVOID FURTHER COLLECTION ACTIVITIES, OR POSSIBLE ACTION BY THE COURT OR LAW ENFORCEMENT AGENCIES, YOU MUST CONTACT OUR OFFICE AT 1-800-616-0166 OR 512-454-4757.** 

THE COURT CONTINUES TO AGGRESSIVELY PURSUE ALL OUTSTANDING CASES. The Court's goal is to give you every opportunity to resolve your obligation voluntarily. It has contracted with our company to contact you regarding this matter. This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose. Payment alternatives are listed on page 2 and are available to those who qualify. All forms of payment are accepted in person at the address below:

MUNICIPAL SERVICES BUREAU 8325 Tuscany Way, Building 4 Austin, TX 78754

 Case #
 Offense
 Amount
 Violation Date

 AB1234
 NO INSURANCE
 \$260.00
 03/02/2017

NOTICE: SEE REVERSE SIDE FOR IMPORTANT LEGAL RIGHTS AND INFORMATION

## MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM, MONEY ORDER, PERSONAL CHECK AND ACE CASH EXPRESS. CASH PAYMENTS MAY BE MADE IN PERSON.

For ACE Cash Express locations, visit <a href="http://www.acecashexpress.com/">http://www.acecashexpress.com/</a> or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

\*\*\* DETACH LOWER PORTION AND RETURN WITH PAYMENT\*\*\*
PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER

178CSMSBU06047

CSMSBU06 PO Box 1280 Oaks PA 19456-1280 CHANGE SERVICE REQUESTED

asterCaro	Card Number (SEE BELOW NO	TICE)	Exp Date	Security Code
VISA	Cardholder Signature			Billing Zip Code
MERICAN EXTUESS	Phone or Alternate Phone		Total Due	Total Paid
Cards			\$260.00	
COVER	New Address Info.	City	State	Zip

NOTICE: If you pay by credit card, where allowed by state law, a convenience fee will be added to the total amount. Convenience fees are: \$10 for payments up to \$499.99; \$15 for payments of \$500 to \$749.99; and \$20 for payments of \$750.00 and greater. The fee will be automatically added at the time the credit card transaction is processed, please do not add it to your payment amount. You may avoid paying a convenience fee by making payment by check, money order, Western Union, or MoneyGram.

REMIT PAYMENTS AND CORRESPONDENCE TO:
MUNICIPAL SERVICES BUREAU
PO BOX 16755
ALISTIN TX 78761-6755
HADDIFFORTHANDATTANDATTANDATTANTTFIF

Mary Smith 123 Main St Austin, TX 78754

> Reference Number: AB1234 Account Number: 1234

MUNICIPAL SERVICES BUREAU PO BOX 16755 AUSTIN, TX 78761-6755



E UNRESOLVED COURT CASES

HOURS OF OPERATION: MON - FRI: 7AM - 11PM CST SAT: 8AM - 5PM CST

Get the Free App at

http://gettag.mobi and scan this image to make your payment now.

TOLL FREE: (800) 6
AUSTIN, TX: (512) 4 Options for un-

adjudicated cases.

Reference: AB1234 Dear Mary Smith: Date: August 18, 2017 Total Due: \$260.00

Municipal Services Bureau has been convracted by the **City of Austin Municipal Court** to handle your unresolved case(s). **You have the option and right to a trial. In order to request a trial, you must contact the Austin Municipal Court for more instructions.** You may contact our office if you need additional information.

You may be subject to arrest if you fail to take action. You may contact us at 1-800-616-0166 or 512-454-4757. Payment alternatives are listed on page 2 and are available to those who quality. All forms of payments are accepted in person at the address below:

MUNICIPAL SERVICES BUREAU 8325 Tuscany Way, Building 4 Austin, TX 78754 Office Hours: Mon -Fri 8AM - 5PM

Case # AB1234 <u>Offense</u>

NO INSURANCE

**Amount** \$260.00

Violation Date

03/02/2017

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT LEGAL RIGHTS AND INFORMATION PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER

# MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM, MONEY ORDER, PERSONAL CHECK AND ACE CASH EXPRESS. CASH PAYMENTS MAY BE MADE IN PERSON. For

ACE Cash Express locations, visit <a href="http://www.acecashexpress.com/">http://www.acecashexpress.com/</a> or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

TN Residents- This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

CO Residents: Our physical address in Colorado is 80 Garden Center, Suite 3, Broomfield, CO 80020.

Our phone number in Colorado is (303) 920-4763.

\*\*\* DETACH LOWER PORTION AND RETURN WITH PAYMENT\*\*\*

178CSMSBU060P1

CSMSBU06 PO Box 1280 Oaks PA 19456-1280 CHANGE SERVICE REQUESTED Card Number (SEE BELOW NOTICE)

Exp Date

Security Code

Cardholder Signature

Phone or Alternate Phone

Total Due

\$260.00

New Address Info.

City

State

Zip

Reference Number: AB1234 Account Number: 12345

Mary Smith 123 Main St Austin, TX 78754 MUNICIPAL SERVICES BUREAU PO BOX 16755 AUSTIN, TX 78761-6755 TOLL FREE: (800) 616-0166 AUSTIN, TX: (512) 454-4757



HOURS OF OPERATION: MON - FRI: 7AM - 11PM CST SAT: 8AM - 5PM CST



Get the Free App at http://gettag.mobi and scan this image to make your payment now.

#### YOU HAVE UNRESOLVED COURT CASES

Reference: AB1234 Date: August 18, 2017
Dear Mary Smith: Total Due: \$260.00

You have not responded to our last correspondence concerning your unresolved case(s) with the City of Austin. Municipal Services Bureau has been contracted by the City of Austin Municipal Court to handle your unresolved case(s). This letter is to inform you that YOU HAVE NOT TAKEN CARE OF YOUR DELINQUENT CASE(S) AT COURT. You do have the right to a trial and you must contact the court for more information. Please contact the Municipal Court directly to post bond or to set a trial date, or you may contact our offices if you need more information. This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose. Payment alternatives are listed on page 2 and are available to those who qualify.

You may contact us at **1-800-616-0166** or **512-454-4757** to discuss payment. If your case is in warrant, you may be subject to arrest and /or additional financial penalties. All forms of payment are accepted in person at the address below:

MUNICIPAL SERVICES BUREAU 8325 Tuscany Way, Building 4 Austin, TX 78754 Office Hours: Mon -Fri 8AM - 5PM

Case #

Offense NO INSURANCE <u>Amount</u> \$260.00 Violation Date

03/02/2017

NOTICE: SEE REVERSE SIDE FOR IMPORTANT LEGAL RIGHTS AND INFORMATION PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER

## MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM, MONEY ORDER, PERSONAL CHECK AND ACE CASH EXPRESS. CASH PAYMENTS MAY BE MADE IN PERSON.

For ACE Cash Express locations, visit http://www.acecashexpress.com/ or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

TN Residents- This collection agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

CO Residents: Our physical address in Colorado is 80 Garden Center, Suite 3, Broomfield, CO 80020.

Our phone number in Colorado is (303) 920-4763.

\*\*\* DETACH LOWER PORTION AND RETURN WITH PAYMENT\*\*\*

178CSMSBU060P2

CSMSBU06 PO Box 1280 Oaks PA 19456-1280 CHANGE SERVICE REQUESTED Card Number (SEE BELOW NOTICE)

Exp Date

Security Code

Cardholder Signature

Billing Zip Code

Cards

Phone or Alternate Phone

Total Due

\$260.00

New Address Info.

City

State

Zip

Reference Number: AB1234 Account Number: 1234

REMIT PAYMENTS AND CORRESPONDENCE TO:
MUNICIPAL SERVICES BUREAU
PO BOX 16755
AUSTIN TX 787616755
TIAFDH FIDITF ADDATTADATTAADATDFFFFFTTATFADATTAATTFFF

Mary Smith 123 Main St Austin, TX 78754

BY SUBMITTING MY PAYMENT, I AM SUBMITTING A PLEA OF NO CONTEST TO THE CHARGES AGAINST ME WITH REGARDS TO THIS CASE(S) SHOWN. I WAIVE MY RIGHT TO A JURY TRIAL AND TO APPEAL. THE ENCLOSED AMOUNT IS TO BE APPLIED TOWARD PAYMENT OF THIS FINE(S).



MUNICIPAL SERVICES D **PO BOX 16755 AUSTIN, TX 78761-6755 TOLL FREE: (800) 616-0166** 

AUSTIN, TX: (512) 454-4757

Get the Free App at http://gettag.mobi and scan this image to make your payment now.

#### HOURS OF OPERATION: MON - FRI: 7AM - 11PM CST SAT: 8AM - 5PM CST

To make a payment online or receive additional information about your account, please visit us at www.msbselfserve.com

#### CAMERA AT RED LIGHT -PHOTO ENFORCEMENT VIOLATION NOTICE

Reference No:AB1234 Dear Mary Smith:

Date: March 7, 2018 Total Due: \$100.00

Municipal Services Bureau has been contracted by the City of Austin Municipal Court to help you resolve this matter today. The City of Austin has a red light enforcement program in effect. A vehicle registered in your name with license plate #123XYZ was captured by photo running a red light within the City of Austin at the location of 1st AND 2<sup>nd</sup> St. Please contact Municipal Services Bureau at 1-800-616-0166 or 512-454-4757. This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

According to the Court's records, you have not paid the penalty(s) listed below. Because you are the registered owner of this vehicle, you are responsible for this penalty immediately. The total due is \$100.00. All forms of payment are accepted in person at the address below:

> **MUNICIPAL SERVICES BUREAU** 8325 Tuscany Way, Building 4 Austin, TX 78754 Office Hours: Mon - Fri 8AM - 5PM **Immediate Response Needed**

**Violation Date** Case # Offense Amount RUNNING A RED LIGHT -PHOTO 01/01/2018 12345 \$100.00

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

#### MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM AND ACE CASH EXPRESS.

For ACE Cash Express locations, visit <a href="http://www.acecashexpress.com/">http://www.acecashexpress.com/</a> or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

> \*\*\* DETACH LOWER PORTION AND RETURN WITH PAYMENT\*\*\* PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER

Reference Number: 12345 Account Number: 12345 Mary Smith

123 Main St Austin TX 78754



Card Number (SEE BELOW NOTICE) **Exp Date Security Code** Cardholder Signature Billing Zip Code Phone or Alternate Phone **Total Due Total Paid** \$100.00 New Address Info



MUNICIPAL SERVICES BUREAU PO BOX 16755

AUSTIN, TX 78761-6755 TOLL FREE: (800) 616-0166 AUSTIN, TX: (512) 454-4757



# HOURS OF OPERATION: MON - FRI: 7AM -11PM CST SAT: SAM -SPM CST

To make a payment online or receive additional information about your account, please visit us at "WNW.msbselfserve.com

#### **DELINQUENT PARKING VIOLATIONS**

Reference No: AB1234 Dear Mary Smith: Date: May 30, 2017 Total Due: \$260.00

Municipal Services Bureau has been contracted by City of Austin to resolve this obligation. Our records indicate that one or more parking citations were issued to the vehicle identified in this notice. As the registered owner or lessee of the vehicle at the time the citation(s) was issued, you are responsible for payment. Please contact Municipal Services Bureau at 1-800-616-0166 or 512-454-4757. This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose. Vehicles with delinquent violations may be booted and/or towed. You may exercise one of the following options:

- \*submit proof of sale or transfer of vehicle title dated prior to the date of violation;
- \* submit proof of fine payment; or
- \* submit payment due.

All forms of payment are accepted in person at the address below:

MUNICIPAL SERVICES BUREAU 8325 Tuscany Way, Building 4 Austin, TX 78754 Office Hours: Mon-Fri 8AM-5PM

Plate: XYZ123 State: TX Make: Toyota

Offense

<u>Amount</u>

yjo!atjon pate

AB1234 Delinquent Parking Violation

\$260.00 03/02/2017

We are required under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM, MONEY ORDER, PERSONAL CHECK AND ACE CASH EXPRESS. CASH PAYMENTS MAY BE MADE IN PERSON.

For ACE Cash Express locations, visit h!tp:l/www.acecashexpress.com/ or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from

your check to make an electronic fund trar your payment, and you will not receive your check

Remittance slip for quick, error-free remittance.

from your account as soon as the same day we receive ution. \$\$409 \c SM \text{Seu0}\_{6042}\$\$

TURN WITH PAYMENT . HECKOR MONEYORDER

Reference Number

Account Number: 123456

Mary Smith 123 Main St Austin TX 78754



Card Number (SEE BELOW NOTICE)	Exp Date	Security Code
Cardholder Signature		Billing Zip Code
Phone or Alternate Phone	Total Due	Total Paid
	\$260.00	

#### **Agent Notes for Austin Municipal Court**

**AUSTIN MUNICIPAL COURT \*PU\*PC\*** 

Client Requirements:

IF DEF STATES ONE OF THE FOLLOWING:

 "ON FOOD STAMPS" any type of GOV ASST-FIN or NATP- COMMUNITY SVC-REQUEST TO SEE JUDGE-REQ TO ATTEND SCHOOL-asks about jail credit or "total lay out"

REFER TO: www.austintexas.gov/department/payment-options-and-credits

- . "UNABLE TO PAY"- Def must go to CRT w/affidavit filled out
- IF DEF CANNOT GO TO COURT, DUE TO: OUT OF TOWN-HANDICAPPED-NO TRANSPORT

CRT WILL WORK WITH THEM THRU MAIL - REFER BACK TO CITY "COLLECTION"

Motivators:

\*\*POSSIBLE WARRANT\*\*CASES.

Payment Options:

PC/PU \$25.00 FEE TO PAYMNT PLN. & LATE PMT. NO PP IF UNDER \$100.00 IF AMT \$100.01-\$900.00 \$75.00 MIN PMT OVER \$900.00 1/2 BAL. DUE.

Client Contact Info:

AUSTIN MUNICIPAL COURT 700 E 7TH ST, AUSTIN TX, 78701

PH: 512-974-4800



## **Text Messaging**

#### 1.1 Text Payment Reminder Script

Script Name	MSB_Payment_Reminder_Text	
SoundBite Account Number	Number	
Direct Connect Number	Number	

#### 1.1.1 Message/Text Alert

Message can be a maximum of 160 characters in length.

MT = Mobile Terminated (text message is sent to a handset)

MO = Mobile Originated (text message is sent from a handset)

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB Your payment of \$XXXX.XX is due by MM/DD To make payment visit www.MSBPAY.com or call 800-719-0770 & reference XXXXXXX end alerts reply	
	stop	

Number of characters in message is 157

#### 1.1.2 Text Response to "HELP" or "HLP"

The text response to an MO of "HELP" or "HLP" must be defined.

The MT response must contain the following:

- Text program sponsor identification company name
- Short description of program
- Any pricing terms for the program
- Opt-out instructions
- Toll-free number and/or website for customer care

#### Per Campaign

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB for more information please visit www.MSBPAY.com or call 800-	
100	719-0770 & reference XXXXXXX To end alerts reply stop	

Number of characters in message is 131

#### 1.1.3 Text Response to Unrecognized Message

If a user responds to one of the text messages with a message that is not recognizable as a stop, opt out, or keyword response, then a default response can be sent, although it is not required.



#### **Text Messaging Sample Script**

Example message: don't forget to bring home milk

Example default response: FreeMsg: Please call XYZ Co. at 800-555-5555 for assistance, or visit http://www.example.com/. For help reply HELP. To opt out, reply STOP.

Typically, the default response is similar to the Help MT message.

All Opt-in reply messages used by the same company must contain the same verbiage.

Wildcards can be unique per message within the same campaign.

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB MSB does not monitor responses For more information please visit
	www.MSBPAY.com or call 800-719-0770 & reference XXXXXXX end alerts reply stop

Number of characters in message is 159

#### 1.2 Text Payment Due Script

Script Name	MSB_Payment_Due_Text
SoundBite Account Number	Number
Direct Connect Number	Number

#### 1.2.1 Message/Text Alert

Message can be a maximum of 160 characters in length.

MT = Mobile Terminated (text message is sent to a handset)

MO = Mobile Originated (text message is sent from a handset)

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB Your payment of \$XXXX.XX is now due. To make payment please visit www.MSBPAY.com or call 800-719-0770 & reference XXXXXXX end alerts reply
	stop

Number of characters in message is 160

#### 1.2.2 Text Response to "HELP" or "HLP"

The text response to an MO of "HELP" or "HLP" must be defined.

The MT response must contain the following:

- · Text program sponsor identification company name
- Short description of program
- Any pricing terms for the program
- Opt-out instructions
- Toll-free number and/or website for customer care

Per Campaign

Variables are allowed in the MT if the variables exist in the data.



#### **Text Messaging Sample Script**

MT	FreeMSG from MSB for more information please visit www.MSBPAY.com or call 800-
	719-0770 & reference XXXXXXX To end alerts reply stop

Number of characters in message is 132

#### 1.2.3 Text Response to Unrecognized Message

If a user responds to one of the text messages with a message that is not recognizable as a stop, opt out, or keyword response, then a default response can be sent, although it is not required.

Example message: don't forget to bring home milk

Example default response: FreeMsg: Please call XYZ Co. at 800-555-5555 for assistance, or visit http://www.example.com/. For help reply HELP. To opt out, reply STOP.

Typically, the default response is similar to the Help MT message.

All Opt-in reply messages used by the same company must contain the same verbiage.

Wildcards can be unique per message within the same campaign.

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB MSB does not monitor responses For more information please visit
	www.MSBPAY.com or call 800-719-0770 & reference XXXXXXX end alerts reply stop

Number of characters in message is 159

#### 1.3 Text Payment Past Due Script

Script Name	MSB_Payment_Past_Due_Text
SoundBite Account Number	Number
Direct Connect Number	Number

#### 1.3.1 Message/Text Alert

Message can be a maximum of 160 characters in length.

MT = Mobile Terminated (text message is sent to a handset)

MO = Mobile Originated (text message is sent from a handset)

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB Your payment of \$XXXXX.XX is past due To make payment please
	visit www.MSBPAY.com or call 800-719-0770 & reference XXXXXXX end alerts reply
	stop

Number of characters in message is 160

#### 1.3.2 Text Response to "HELP" or "HLP"

The text response to an MO of "HELP" or "HLP" must be defined.

The MT response must contain the following:

Text program sponsor identification – company name

#### **Text Messaging Sample Script**

- Short description of program
- Any pricing terms for the program
- · Opt-out instructions
- Toll-free number and/or website for customer care

#### Per Campaign

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB for more information please visit www.MSBPAY.com or call 800-
	719-0770 & reference XXXXXXX To end alerts reply stop

Number of characters in message is 132

#### 1.3.3 Text Response to Unrecognized Message

If a user responds to one of the text messages with a message that is not recognizable as a stop, opt out, or keyword response, then a default response can be sent, although it is not required.

Example message: don't forget to bring home milk

Example default response: FreeMsg: Please call XYZ Co. at 800-555-5555 for assistance, or visit http://www.example.com/. For help reply HELP. To opt out, reply STOP.

Typically, the default response is similar to the Help MT message.

All Opt-in reply messages used by the same company must contain the same verbiage.

Wildcards can be unique per message within the same campaign.

Variables are allowed in the MT if the variables exist in the data.

MT	FreeMSG from MSB MSB does not monitor responses For more information please visit
	www.MSBPAY.com or call 800-719-0770 & reference XXXXXXX end alerts reply stop

Number of characters in message is 159



# 12.24 Special Collection Campaigns



MUNICIPAL SERVICES BUREAU PO BOX 16755 AUSTIN, TX 78761-6755 TOLL FREE: (800) 595-8749

AUSTIN, TX: (512) 323-4214

MSB's tax letter is a part of a special campaign during Feb. – March. It yields positive results for all clients.

#### HOURS OF OPERATION: MON - FRI: 7AM - 11PM CST SAT: 8AM - 5PM CST

To make a payment online or receive additional information about your account, please visit us at www.msbselfserve.com

#### **USE YOUR TAX REFUND TO PAY OFF YOUR OBLIGATION**

Reference No:AB1234 Dear Mary Smith: Date: March 7, 2018 Total Due: \$100.00

TAX REFUND SEASON is upon us and we encourage you to take this opportunity to use your TAX REFUND to meet your outstanding obligation.

Municipal Services Bureau has been contracted by Austin to contact you about your outstanding obligations(s) listed below. As of the date of this letter, our records show an outstanding balance in the amount of \$100.00. This amount may be subject to change due to additional court fines or adjustments added by the court after the date of this letter. Contact our office toll free at 1-800-595-8749 or in Austin, TX locally at (512) 323-4214 for further instructions in resolving your outstanding matter.

This is an attempt, by a debt collector, to collect a debt and any information obtained will be used for that purpose.

Payments will be processed upon receipt and must be paid in U.S. dollars. Due to late charges and fees, the amount due on the day you pay may be greater. If you pay the amount shown on this notice an adjustment may be necessary.

Creditor AB1234 Account #

For NO INSURANCE

Total Date

\$100.00 01/01/2018

#### MSB ACCEPTS ALL MAJOR CREDIT CARDS, WESTERN UNION, MONEY GRAM AND ACE CASH EXPRESS.

For ACE Cash Express locations, visit <a href="http://www.acecashexpress.com/">http://www.acecashexpress.com/</a> or call 877-FINDACE.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

\*\*\* DETACH LOWER PORTION AND RETURN WITH PAYMENT\*\*\*
PLEASE INDICATE REFERENCE NUMBER ON YOUR CHECK OR MONEY ORDER

Reference Number: AB1234 Account Number: XYZ123

Mary Smith 123 Main St Austin TX 78754



Card Number (SEE BELOW NOTICE)	)	Exp Date	Security Code
Cardholder Signature			Billing Zip Code
Phone or Alternate Phone		Total Due	Total Paid
		\$100.00	
New Address Info.	City	State	Zip



# 12.25 Annual Performance Report

# INVOICE RECONCILIATION DATE 4/30/2017 (30 percent)

Invoice # 665606

Gila Corporation dba Municipal Services Bureau 8325 Tuscany Way Austin, TX 78754-4734 Current invoice used with City of Austin.
Changes can be easily made.

#### **City of Austin**

Commission 04/01/2017-04/30/2017

61,621.60

Add:

Returned account payments

\$

\$ -

**Due to MSB** 

61,621.60

#### **MUNICIPAL SERVICES BUREAU**

8325 Tuscany Way AUSTIN, TX 78754

	Month Year Non-negotiable items Account Summary  NSF	
Austin Municipal Court P.O. Box 2135 Austin, TX 78768	Account Summary Date: Account Date Range: Invoice Number:	4/3/17 04/01/2017-04/30/2017 78788
Accounts Payable	For billing inquiries: 512-371-9995 ext. 3051	
Current Activity by Client:	Original Returned Account Balance \$ Total paid during month \$ Account Balance Remaining \$ Collection Fee received \$ Amount Due MSB \$	- - - -

\$

Amount Owed MSB

ACCOUNT ACTIVITY REPORT Non-negotiable Account Month/Year: 04/2007 30-Apr-17 RECOUP-1

			DATE OF	REASON FOR	ORIGINAL	AMOUNT	CURRENT		MOUNT
ACCOUNT NUMBER	MASTER	NAME	RETURN	RETURN	BALANCE	PAID	BALANCE	PAID TO MSI DU	JE MSB
								0.00	0.00

\$ - \$ - \$ - \$ -

#### **Client Audit**

Placement	Age Fro	m 1st Plac	ement:	UTILITIES Client, Te	UTILITIES Client, Texas									
	398 Day	'S		Total Sub Amt: \$2,9	Total Sub Amt: \$2,986,456									
02/06/201	7 Letter Code	Letter Count	MR Count	<b>Total Consumers</b>	9,954	Total Skip Attempts	4,512							
	15 9570		0	<b>Bad Phone</b>	2,254	Successful Phone Skip	945							
				<b>Bad Address</b>	1,258	Successful Address Skip	1,198							
				<b>Total Calls</b>	21,458	<b>Consumers Called</b>	8,486							
				Collected	\$1,389,000.00	Commission	\$0.00							
				Liquidation	46.50%	Average Sub Amt	\$300.02							
				Avg Vio Date	1.44 Year(s)	<b>Total Sub Amt</b>	\$2,986,456.00							
				g b att	(0)		Ţ-,::0,:00:00							

The client audit may be used as a performance report.

#### Liquidation Rate by Case Type

Client ShortName	Submissions	Cancelled \$\$	Collected Dollars	Liq Rate
AUSCTTX3	\$154,919,883.43	\$60,513,645.54	\$46,193	48.93%
AUSCTTX4	\$23,712,278.71	\$7,485,183.18	\$5,291,647.04	32.61%
AUSCTTX5	\$70,313,523.87	\$44,463,486.59	\$9,208,421.28	35.62%
AUSCTTX6	\$2,040,400.72	\$613,466.10	\$609,771.42	42.73%
AUSCTTX9	\$2,682,553.39	\$26,569.50	\$694,985.49	26.17%
LTD Totals	\$ 253,668,640.12	\$ 113,102,350.91	\$ 61,998,673.22	44.11%

Liq rate calculated by taking Collected \$\$/ (Submissions - Cancelled \$\$)

#### **HISTORY ANALYSIS REPORT - BATCH SUMMARY**

The History Analysis report is showing payments, submissions and cancellations by BATCH. The Court can view how each

1969   1969	Period	New Accounts	Submitted Dollars	Average Submission	Current Collections	Collected To Date	Liquidity	Gross	Co submissio	n batch is liqui	dating	Cancelled Accounts	Cancelled Dollars	Cancelled Percent	PIF	Avg Age
	8/2011						4.17%	4.94%							17	23
	7/2011	280	55,182.00	197.08	226.80	7,963.60	12.15%	14.43%	07.00	1,200.00	10.0270	0	0.00	0.00%	37	53
	6/2011	243	51,206.80	210.73	488.40	10,970.26	17.88%	21.26%	81.40	1,743.03	15.89%	2	400.00	0.78%	45	89
1	5/2011	114	20,335.50	178.38	0.00	4,966.40	20.23%	24.04%	0.00	787.60	15.86%	2	322.00	1.56%	22	123
	4/2011	397	72,667.00	183.04	393.60	18,082.40	20.75%	24.71%	65.60	2,903.43	16.06%	3	499.00	0.68%	89	154
1/2011   289	3/2011	47	8,077.00	171.85	0.00	2,070.00	19.68%	23.62%	0.00	345.00	16.67%	1	687.00	7.84%	12	194
122010 336 61,536.80 18.314 0.00 24,277.60 32.87% 39.33% 0.00 3,984.94 16.41% 1 199.00 0.32% 120 272 11/2010 336 59,412.84 182.25 0.00 25,150.75 36.73% 43.98% 0.00 4,510.87 16.50% 0 0.00 0.00% 0.00% 120 3031 10/2010 335 58,284.00 175.66 0.00 22,443.80 31.87% 38.14% 0.00 3,887.58 16.63% 0 0.00 0.00% 131 353 16.00% 35.65 16.071.50 189.08 334.80 27.305.28 31.87% 38.14% 0.00 3,887.58 16.43% 0 0.00 0.00% 131 354.00 339 14.00 323 16.071.50 189.08 334.80 27.305.28 37.28% 44.71% 55.80 4.539.53 16.63% 0 0.00 0.00% 132 331 17.010 382 63,321.42 174.92 0.00 27.163.30 35.65% 42.77% 0.00 4.523.77 16.65% 1 189.00 0.30% 142 422 620 131 55.553.34 177.44 531.60 33,382.57 45.10% 54.00% 88.60 5.116.91 16.53% 3 657.00 1.17% 151 456 5.2010 91 17.132.92 188.27 0.00 7.828.00 37.84% 45.22% 0.00 1.277.20 16.31% 1 180.00 10.00% 142 422 420 420 420 420 420 420 420 420 4	2/2011	122	23,951.00	196.32	0.00	9,433.40	32.77%	39.16%	0.00	1,539.90	16.32%	1	136.00	0.56%	42	210
11/2010 326 59.41.284 18.2.25 0.00 24.374.28 34.19% 40.98% 0.00 4.310.87 18.50% 0 0.00 0.00% 120 301 10/2010 335 58.846.00 175.66 0.00 22.443.80 31.67% 38.14% 0.00 3.6875.8 16.43% 0 0.00 0.00% 179 334 8/2010 333 58.846.00 175.66 0.00 22.443.80 31.87% 38.14% 0.00 3.6875.8 16.43% 0 0.00 0.00% 179 334 8/2010 333 61.071.50 189.08 334.80 27.305.26 37.28% 44.71% 55.80 4.5395.37 16.63% 0 0.00 0.00% 132 391 7/2010 332 56.3321.42 174.92 0.00 27.163.30 36.65% 42.77% 0.00 4.523.77 16.66% 1 189.00 0.30% 142 4222 6/2010 333 55.539.34 177.44 53.60 30.362.77 45.00 4.522.8 10.00 1.27.20 18.31% 1 189.00 1.08% 14.50 1.17% 15.60 1.00 1.27.30 1.00 1.17% 15.00 1.00 1.27.30 1.00 1.00 1.00 1.00 1.00 1.00 1.00 1	1/2011	298	55,194.00	185.21	0.00	18,208.60	27.44%	32.99%	0.00	3,062.05	16.82%	0	0.00	0.00%	90	238
10/2010   339   59,224,00   191,66   27,00   24,374,28   34,16%   40,86%   4,60   3,996,31   16,40%   3   435,00   0.73%   105   333   334,00   335   58,846,00   175,66   0.00   22,443,00   31,87%   38,14%   0.00   3,867,58   16,43%   0   0.00   0.00%   119   354   352,00   353   36,00   334,80   27,305,26   37,28%   44,71%   55,80   4,539,53   16,63%   0   0.00   0.00%   129   354   354,00   334,80   27,105,26   37,28%   44,71%   55,80   4,539,53   16,63%   0   0.00   0.00%   129   357,100   352   351,28%   44,71%   55,00%   88,60   5,018   16,53%   3   657,00   1,17%   151   456   52010   313   55,539,34   177,44   531,80   30,362,57   45,10%   54,00%   88,60   5,018   16,53%   3   657,00   1,17%   16,55%   42,21%   422   42	12/2010	336	61,536.50	183.14	0.00	24,277.60	32.87%	39.33%	0.00	3,984.94	16.41%	1	199.00	0.32%	120	272
92010         335         58,846,00         175,66         0.00         22,443,80         31,87%         38,14%         0.00         3,687,58         16,63%         0         0.00         0.00%         119         354           8/2010         323         61,071,50         189,08         33,448         27,305,26         37,28%         44,77%         55.80         4,532,377         16,65%         1         189,00         0.00%         132         391           7/2010         313         55,539,34         177,44         531,60         30,362,57         45,0%         \$4,03%         88,60         5,018,91         16,65%         1         189,00         1,17%         151         456           5/2010         31         7,312,92         18,827         0.00         7,829,00         5,05%         0.00         1,277,20         16,65%         1         183,00         1,17%         154         466           4/2010         29         36,778,80         175,96         0.00         32,627,80         46,49%         55,05%         0.00         5,350,47         16,67%         0         0.00         1,17         4,94         3,36         6,071,61         16,37%         0         0.00         0,07,167,44	11/2010	326	59,412.84	182.25	0.00	26,130.75	36.73%	43.98%	0.00	4,310.87	16.50%	0	0.00	0.00%	120	301
82010         323         61,071.50         189,08         334.80         27,305.26         37,28%         44,71%         55.80         4,539.53         16,63%         0         0.00         0.00%         132         391           7/2010         362         63,321.42         177.44         531.60         30,362.57         45.10%         40.00%         45.03%         88.60         5.018.91         16.53%         3         65.700         1.77%         151         466           6/2010         91         17,132.92         188.27         0.00         7,829.60         37,84%         45.22%         0.00         1,277.20         16.31%         1         183.00         1.06%         34         492           4/2010         2.99         36,775.60         10.00         18,863.82         44.80%         55.05%         0.00         5,350.47         16,37%         0         0.00         0.00         1.00%         15         542         22/2010         336         59,360.08         177.19         0.00         32,677.60         46.04%         55.05%         0.00         6,071.61         16.37%         0         0.00         0.00         1.00%         22         112.10%         46.22%         11,120         44.20% </td <td>10/2010</td> <td>309</td> <td>59,224.00</td> <td>191.66</td> <td>27.60</td> <td>24,374.28</td> <td>34.16%</td> <td>40.86%</td> <td>4.60</td> <td>3,996.31</td> <td>16.40%</td> <td>3</td> <td>435.00</td> <td>0.73%</td> <td>105</td> <td>333</td>	10/2010	309	59,224.00	191.66	27.60	24,374.28	34.16%	40.86%	4.60	3,996.31	16.40%	3	435.00	0.73%	105	333
72010         362         63,321,42         174.92         0.00         27,163,30         35,65%         42,77%         0.00         4,523,77         16,65%         1         189,00         0.30%         142         422           6/2010         313         55,59,34         1177,44         531,60         30,362,57         45,10%         54,00%         88,60         5,119,91         16,53%         3         657,00         1.17%         151         456           6/2010         91         17,132,92         188,27         0.00         7,826,60         37,84%         0.00         1,277,20         16,31%         1         183,00         1.06%         34         492           4/2010         209         36,775,80         175,96         0.00         36,677.60         46,04%         55,15%         0.00         3,110,17         16,65%         2         478,00         1.28%         90         512         22010         380         73,161,00         192,53         201,60         36,267,60         49,60%         59,53%         0.00         7,609,40         16,69%         3         22,00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00         0.00	9/2010	335	58,846.00	175.66	0.00	22,443.80	31.87%	38.14%	0.00	3,687.58	16.43%	0	0.00	0.00%	119	354
6/2010         313         55,539.34         177.44         531.60         30,362.57         45.10%         54.03%         88.60         5,018.91         16.53%         3         657.00         1.17%         151         456           5/2010         91         17,132.92         188.27         0.00         7,829.60         37.84%         45.22%         0.00         1,277.20         16.31%         1         183.00         1.06%         34         492           4/2010         29         36,775.80         175.96         0.00         18.88.86         50.15%         0.00         3,110.71         16.63%         2         478.00         1.28%         90         51.5           3/2010         335         59,360.08         177.19         0.00         32,677.60         46.04%         55.05%         0.00         5,550.47         16.37%         0         0.00         0.00         1.65         2         184.50         0.25%         181         578         2         184.50         0.25%         181         578         171.70         0.00         45.958         0.00         7,569.40         0.00         7,609.40         16.69%         3         220.00         0.00         2.117.62         1.00         1.00	8/2010	323	61,071.50	189.08	334.80	27,305.26	37.28%	44.71%	55.80	4,539.53	16.63%	0	0.00	0.00%	132	391
5/2010         91         17,132.92         188.27         0.00         7,829.60         37.84%         45.22%         0.00         1,277.20         16.31%         1         183.00         1.06%         34         492           4/2010         209         36,775.80         175.96         0.00         18,683.62         41.80%         55.05%         0.00         5,356.47         16.65%         2         478.00         1.28%         90         512           2/2010         380         73,161.00         192.53         201.60         36,289.02         41.21%         49.49%         33.60         6,071.61         16.37%         2         184.50         0.25%         181         578           1/2010         445         76,347.87         171.57         0.00         45,589.50         49.60%         59.53%         0.00         7,699.40         16.69%         3         232.00         0.03%         226         609           1/2010         445         76,347.87         171.57         0.00         45,698.3%         0.00         7,699.40         16.69%         3         232.00         0.00%         61.94         655           1/2010         452         141,207.00         166.76%         0.00	7/2010	362	63,321.42	174.92	0.00	27,163.30	35.65%	42.77%	0.00	4,523.77	16.65%	1	189.00	0.30%	142	422
4/2010         209         36,775.80         175.96         0.00         18,683.62         41.80%         50.15%         0.00         3,110.17         16.65%         2         478.00         1.28%         90         512           3/2010         336         59,360.08         177.19         0.00         32,677.60         46.04%         55.05%         0.00         5,550.47         16.37%         0         0.00         0.00%         161         542           1/2010         445         76,347.87         171.57         0.00         36,288.02         41.21%         44.94%         33.60         67.161         16.73%         2         1845.50         0.25%         181         578           1/2010         445         76,347.87         171.57         0.00         45,589.50         49.60%         59.53%         0.00         16.69%         3         232.00         0.30%         226         609           11/2009         353         62,119.18         175.98         0.00         73,158.97         56.33%         67.58%         0.00         12,174.82         16.64%         2         43.50         0.00         .6229.19         16.64%         2         443.50         0.04         .65         76         <	6/2010	313	55,539.34	177.44	531.60	30,362.57	45.10%	54.03%	88.60	5,018.91	16.53%	3	657.00	1.17%	151	456
3/2010         335         59,360.08         177.19         0.00         32,677.60         46,04%         55,05%         0.00         5,350.47         16.37%         0         0.00         0.00%         161         542           2/2010         380         73,161.00         192.53         201.60         36,298.02         41.21%         49.49%         33.60         6,071.61         16.73%         2         184.50         0.25%         181         578           11/2010         445         76,347.87         171.57         0.00         45,589.50         49.60%         59.53%         0.00         7,69.40         16.69%         3         232.00         0.30%         226         609           11/2009         353         62,119.18         175.98         0.00         23,167.60         56.33%         67.58%         0.00         12,174.82         16.64%         2         443.50         0.41%         363         696           9/2009         254         41,297.00         162.59         0.00         28,167.60         56.61%         67.77%         0.00         4,640.76         16.48%         1         264.00         0.41%         363         696           9/2009         336         60,296.00	5/2010	91	17,132.92	188.27	0.00	7,829.60	37.84%	45.22%	0.00	1,277.20	16.31%	1	183.00	1.06%	34	492
2/2010         380         73,161.00         192.53         201.60         36,298.02         41.21%         49.49%         33.60         6,071.61         16,73%         2         184.50         0.25%         181         578           1/2010         445         76,347.87         171.57         0.00         45,599.50         49.60%         59.53%         0.00         7,609.40         16,69%         3         232.00         0.30%         226         609           11/2009         353         62,119.18         175.98         0.00         37,167.84         49.81%         59.83%         0.00         62,291.9         16.66%         2         443.50         0.41%         336         696           9/2009         254         41,297.00         162.59         0.00         28,167.60         56.61%         67.77%         0.00         4,640.76         16.64%         1         284.00         0.64%         140         738           8/2009         106         21,951.12         207.09         745.20         15,983.40         60.58%         72.81%         124.20         2,684.45         16.69%         1         174.00         0.29%         171         783           6/2009         452         73,546.80<	4/2010	209	36,775.80	175.96	0.00	18,683.62	41.80%	50.15%	0.00	3,110.17	16.65%	2	478.00	1.28%	90	512
1/2010         445         76,347.87         171.57         0.00         45,589.50         49.60%         59.53%         0.00         7,609.40         16.69%         3         232.00         0.30%         226         609           11/2009         353         62,119.18         175.98         0.00         37,167.84         49.81%         59.83%         0.00         6229.19         16.66%         0         0.00         0.00%         184         655           10/2009         643         107,817.80         166.68         0.00         73,158.97         56.33%         67.58%         0.00         12,174.82         16.64%         2         243.50         0.41%         363         696           9/2009         254         41,297.00         162.59         0.00         28,167.60         56.61%         67.77%         0.00         4,640.6         16.89%         1         264.00         0.64%         140         738         8/2009         106         21,951.12         207.09         745.20         15,983.40         60.58%         72.81%         124.20         2,684.45         16.80%         1         174.00         0.29%         171         783           6/2009         336         60.296.00         179.45	3/2010	335	59,360.08	177.19	0.00	32,677.60	46.04%	55.05%	0.00	5,350.47	16.37%	0	0.00	0.00%	161	542
11/2009         353         62,119.18         175.98         0.00         37,167.84         49.81%         59.83%         0.00         6,229.19         16.76%         0         0.00         0.00%         184         655           10/2009         643         107,817.80         167.68         0.00         73,158.97         56.33%         67.58%         0.00         12,174.82         16.64%         2         443.50         0.41%         363         696           9/2009         254         41,297.00         162.59         0.00         28,167.60         56.61%         67.77%         0.00         4,640.76         16.48%         1         264.00         0.64%         140         738           8/2009         106         21,951.12         207.09         745.20         15,983.40         60.58%         72.81%         124.20         2,684.45         16.80%         0         0.00         0.00%         65         766           7/2009         452         73,546.80         162.71         346.40         44,057.76         49.66%         59.60%         53.90         7,345.12         16.67%         2         379.50         0.51%         235         818           5/2009         198         28,936.74 <td>2/2010</td> <td>380</td> <td>73,161.00</td> <td>192.53</td> <td>201.60</td> <td>36,298.02</td> <td>41.21%</td> <td>49.49%</td> <td>33.60</td> <td>6,071.61</td> <td>16.73%</td> <td>2</td> <td>184.50</td> <td>0.25%</td> <td>181</td> <td>578</td>	2/2010	380	73,161.00	192.53	201.60	36,298.02	41.21%	49.49%	33.60	6,071.61	16.73%	2	184.50	0.25%	181	578
10/2009         643         107,817.80         167.68         0.00         73,158.97         56.33%         67.58%         0.00         12,174.82         16.64%         2         443.50         0.41%         363         698           9/2009         254         41,297.00         162.59         0.00         28,167.60         56.61%         67.77%         0.00         4,640.76         16.48%         1         264.00         0.64%         140         738           8/2009         106         21,951.12         207.09         745.20         15,983.40         60.58%         72.81%         124.20         2,684.45         16.80%         0         0.00         0.00         0.00         6.768         76.7209         336         60,296.00         179.45         316.80         37,196.60         51.31%         61.51%         52.80         61,686.27         16.58%         1         174.00         0.29%         171         783           6/2009         452         73,546.80         162.71         346.40         44,057.76         49.66%         59.60%         53.90         7,345.12         16.67%         2         379.50         0.51%         235         818           5/2009         198         28,936.74	1/2010	445	76,347.87	171.57	0.00	45,589.50	49.60%	59.53%	0.00	7,609.40	16.69%	3	232.00	0.30%	226	609
9/2009         254         41,297.00         162.59         0.00         28,167.60         56.61%         67.77%         0.00         4,640.76         16.48%         1         264.00         0.64%         140         738           8/2009         106         21,951.12         207.09         745.20         15,983.40         60.58%         72.81%         124.20         2,684.45         16.80%         0         0.00         0.00%         65         766           7/2009         336         60.296.00         179.45         316.80         37,196.60         51.31%         61.51%         52.80         6,168.27         16.58%         1         174.00         0.29%         171         783           6/2009         452         73,546.80         162.71         346.40         44,057.76         49.66%         59.60%         53.90         7,345.12         16.67%         2         379.50         0.51%         116         864           4/2009         198         28,936.74         146.15         0.00         20,923.20         60.10%         71.94%         0.00         3,482.12         16.45%         1         148.00         0.51%         116         864           4/2009         201         31,611.40 </td <td>11/2009</td> <td>353</td> <td>62,119.18</td> <td>175.98</td> <td>0.00</td> <td>37,167.84</td> <td>49.81%</td> <td>59.83%</td> <td>0.00</td> <td>6,229.19</td> <td>16.76%</td> <td>0</td> <td>0.00</td> <td>0.00%</td> <td>184</td> <td>655</td>	11/2009	353	62,119.18	175.98	0.00	37,167.84	49.81%	59.83%	0.00	6,229.19	16.76%	0	0.00	0.00%	184	655
8/2009         106         21,951.12         207.09         745.20         15,983.40         60.58%         72.81%         124.20         2,684.45         16.80%         0         0.00         0.00%         65         766           7/2009         336         60,296.00         179.45         316.80         37,196.60         51.31%         61.51%         52.80         6,168.27         16.58%         1         174.00         0.29%         171         783           6/2009         452         73,546.80         162.71         346.40         44,057.76         49.66%         59.60%         53.90         7,345.12         16.67%         2         379.50         0.51%         235         818           5/2009         198         28,936.74         146.15         0.00         20,923.20         60.10%         71.94%         0.00         3,442.12         16.45%         1         148.00         0.51%         116         864           4/2009         201         31,611.40         157.27         0.00         19,273.62         50,90%         60.97%         0.00         3,182.25         16.51%         0         0.00         0.00%         72         909           2/2009         1042         129,691.76 <td>10/2009</td> <td>643</td> <td>107,817.80</td> <td>167.68</td> <td>0.00</td> <td>73,158.97</td> <td>56.33%</td> <td>67.58%</td> <td>0.00</td> <td>12,174.82</td> <td>16.64%</td> <td>2</td> <td>443.50</td> <td>0.41%</td> <td>363</td> <td>696</td>	10/2009	643	107,817.80	167.68	0.00	73,158.97	56.33%	67.58%	0.00	12,174.82	16.64%	2	443.50	0.41%	363	696
7/2009         336         60,296.00         179.45         316.80         37,196.60         51.31%         61.51%         52.80         6,168.27         16.58%         1         174.00         0.29%         171         783           6/2009         452         73,546.80         162.71         346.40         44,057.76         49.66%         59.60%         53.90         7,345.12         16.67%         2         379.50         0.51%         235         818           5/2009         198         28,936.74         146.15         0.00         20,923.20         60.10%         71.94%         0.00         3,442.12         16.45%         1         148.00         0.51%         116         864           4/2009         201         31,611.40         157.27         0.00         19,273.62         50.90%         60.97%         0.00         3,182.25         16.51%         0         0.00         0.00%         110         888           3/2009         128         22,202.00         173.45         169.80         102,530.97         64.97%         78.65%         28.30         17,840.27         17.40%         4         667.00         0.01%         70.9         934           1/2009         732         109,128.	9/2009	254	41,297.00	162.59	0.00	28,167.60	56.61%	67.77%	0.00	4,640.76	16.48%	1	264.00	0.64%	140	738
6/2009         452         73,546.80         162.71         346.40         44,057.76         49.66%         59.60%         53.90         7,345.12         16.67%         2         379.50         0.51%         235         818           5/2009         198         28,936.74         146.15         0.00         20,923.20         60.10%         71.94%         0.00         3,442.12         16.45%         1         148.00         0.51%         116         864           4/2009         201         31,611.40         157.27         0.00         19,273.62         50.90%         60.97%         0.00         3,182.25         16.51%         0         0.00         0.00%         110         888           3/2009         128         22,202.00         173.45         169.80         15,129.60         56.76%         68.15%         28.30         2,528.64         16.71%         0         0.00         0.00%         72         909           2/2009         1042         129,691.76         124.46         169.80         102,530.97         64.97%         78.65%         28.30         17,840.27         17.40%         4         667.00         0.51%         79         934           1/2008         732         109,128.75<	8/2009	106	21,951.12	207.09	745.20	15,983.40	60.58%	72.81%	124.20	2,684.45	16.80%	0	0.00	0.00%	65	766
5/2009         198         28,936.74         146.15         0.00         20,923.20         60.10%         71.94%         0.00         3,442.12         16.45%         1         148.00         0.51%         116         864           4/2009         201         31,611.40         157.27         0.00         19,273.62         50.90%         60.97%         0.00         3,182.25         16.51%         0         0.00         0.00%         110         888           3/2009         128         22,202.00         173.45         169.80         15,129.60         56.76%         68.15%         28.30         2,528.64         16.71%         0         0.00         0.00%         72         909           2/2009         1042         129,691.76         124.46         169.80         102,530.97         64.97%         78.65%         28.30         17,840.27         17.40%         4         667.00         0.51%         709         934           1/2009         732         109,128.75         149.08         261.60         78,888.97         60.28%         72.29%         43.60         13,105.80         16.61%         0         0.00         0.00%         458         977           1/2008         323         43,162.50<	7/2009	336	60,296.00	179.45	316.80	37,196.60	51.31%	61.51%	52.80	6,168.27	16.58%	1	174.00	0.29%	171	783
4/2009         201         31,611.40         157.27         0.00         19,273.62         50.90%         60.97%         0.00         3,182.25         16.51%         0         0.00         0.00%         110         888           3/2009         128         22,202.00         173.45         169.80         15,129.60         56.76%         68.15%         28.30         2,528.64         16.71%         0         0.00         0.00%         72         909           2/2009         1042         129,691.76         124.46         169.80         102,530.97         64.97%         78.65%         28.30         17,840.27         17.40%         4         667.00         0.51%         709         934           1/2009         732         109,128.75         149.08         261.60         78,888.97         60.28%         72.29%         43.60         13,105.80         16.61%         0         0.00         0.00%         458         977           1/2008         200         29,220.30         146.10         0.00         21,417.32         61.13%         73.30%         0.00         3,553.71         16.59%         0         0.00         0.00%         125         1028           9/2008         571         76,554.80 </td <td>6/2009</td> <td>452</td> <td>73,546.80</td> <td>162.71</td> <td>346.40</td> <td>44,057.76</td> <td>49.66%</td> <td>59.60%</td> <td>53.90</td> <td>7,345.12</td> <td>16.67%</td> <td>2</td> <td>379.50</td> <td>0.51%</td> <td>235</td> <td>818</td>	6/2009	452	73,546.80	162.71	346.40	44,057.76	49.66%	59.60%	53.90	7,345.12	16.67%	2	379.50	0.51%	235	818
3/2009         128         22,202.00         173.45         169.80         15,129.60         56.76%         68.15%         28.30         2,528.64         16.71%         0         0.00         0.00%         72         909           2/2009         1042         129,691.76         124.46         169.80         102,530.97         64.97%         78.65%         28.30         17,840.27         17.40%         4         667.00         0.51%         709         934           1/2009         732         109,128.75         149.08         261.60         78,888.97         60.28%         72.29%         43.60         13,105.80         16.61%         0         0.00         0.00%         458         977           11/2008         200         29,220.30         146.10         0.00         21,417.32         61.13%         73.30%         0.00         3,553.71         16.59%         0         0.00         0.00%         125         1028           10/2008         323         43,162.50         133.63         0.00         31,680.58         60.72%         72.84%         0.00         5,272.18         16.64%         2         331.00         0.76%         202         1052           9/2008         571         76,554	5/2009	198	28,936.74	146.15	0.00	20,923.20	60.10%	71.94%	0.00	3,442.12	16.45%	1	148.00	0.51%	116	864
2/2009         1042         129,691.76         124.46         169.80         102,530.97         64.97%         78.65%         28.30         17,840.27         17.40%         4         667.00         0.51%         709         934           1/2009         732         109,128.75         149.08         261.60         78,888.97         60.28%         72.29%         43.60         13,105.80         16.61%         0         0.00         0.00%         458         977           11/2008         200         29,220.30         146.10         0.00         21,417.32         61.13%         73.30%         0.00         3,553.71         16.59%         0         0.00         0.00%         125         1028           10/2008         323         43,162.50         133.63         0.00         31,680.58         60.72%         72.84%         0.00         5,272.18         16.64%         2         331.00         0.76%         202         1052           9/2008         571         76,554.80         134.07         0.00         53,040.14         57.41%         68.85%         0.00         8,811.27         16.61%         2         485.00         0.63%         317         1087           8/2008         321         43,23	4/2009	201	31,611.40	157.27	0.00	19,273.62	50.90%	60.97%	0.00	3,182.25	16.51%	0	0.00	0.00%	110	888
1/2009         732         109,128.75         149.08         261.60         78,888.97         60.28%         72.29%         43.60         13,105.80         16.61%         0         0.00         0.00%         458         977           11/2008         200         29,220.30         146.10         0.00         21,417.32         61.13%         73.30%         0.00         3,553.71         16.59%         0         0.00         0.00%         125         1028           10/2008         323         43,162.50         133.63         0.00         31,680.58         60.72%         72.84%         0.00         5,272.18         16.64%         2         331.00         0.76%         202         1052           9/2008         571         76,554.80         134.07         0.00         53,040.14         57.41%         68.85%         0.00         8,811.27         16.61%         2         485.00         0.63%         317         1087           8/2008         321         43,233.36         134.68         0.00         26,197.91         50.40%         60.47%         0.00         4,361.99         16.65%         1         89.50         0.21%         164         1122           7/2008         315         46,785.70 <td>3/2009</td> <td>128</td> <td>22,202.00</td> <td>173.45</td> <td>169.80</td> <td>15,129.60</td> <td>56.76%</td> <td>68.15%</td> <td>28.30</td> <td>2,528.64</td> <td>16.71%</td> <td>0</td> <td>0.00</td> <td>0.00%</td> <td>72</td> <td>909</td>	3/2009	128	22,202.00	173.45	169.80	15,129.60	56.76%	68.15%	28.30	2,528.64	16.71%	0	0.00	0.00%	72	909
11/2008       200       29,220.30       146.10       0.00       21,417.32       61.13%       73.30%       0.00       3,553.71       16.59%       0       0.00       0.00%       125       10/28         10/2008       323       43,162.50       133.63       0.00       31,680.58       60.72%       72.84%       0.00       5,272.18       16.64%       2       331.00       0.76%       202       1052         9/2008       571       76,554.80       134.07       0.00       53,040.14       57.41%       68.85%       0.00       8,811.27       16.61%       2       485.00       0.63%       317       1087         8/2008       321       43,233.36       134.68       0.00       26,197.91       50.40%       60.47%       0.00       4,361.99       16.65%       1       89.50       0.21%       164       1122         7/2008       315       46,785.70       148.53       0.00       35,105.73       61.62%       74.17%       0.00       5,940.00       16.92%       3       548.50       1.16%       202       1144	2/2009	1042	129,691.76	124.46	169.80	102,530.97	64.97%	78.65%	28.30	17,840.27	17.40%	4	667.00	0.51%	709	934
10/2008     323     43,162.50     133.63     0.00     31,680.58     60.72%     72.84%     0.00     5,272.18     16.64%     2     331.00     0.76%     202     1052       9/2008     571     76,554.80     134.07     0.00     53,040.14     57.41%     68.85%     0.00     8,811.27     16.61%     2     485.00     0.63%     317     1087       8/2008     321     43,233.36     134.68     0.00     26,197.91     50.40%     60.47%     0.00     4,361.99     16.65%     1     89.50     0.21%     164     1122       7/2008     315     46,785.70     148.53     0.00     35,105.73     61.62%     74.17%     0.00     5,940.00     16.92%     3     548.50     1.16%     202     1144	1/2009	732	109,128.75	149.08	261.60	78,888.97	60.28%	72.29%	43.60	13,105.80	16.61%	0	0.00	0.00%	458	977
9/2008     571     76,554.80     134.07     0.00     53,040.14     57.41%     68.85%     0.00     8,811.27     16.61%     2     485.00     0.63%     317     1087       8/2008     321     43,233.36     134.68     0.00     26,197.91     50.40%     60.47%     0.00     4,361.99     16.65%     1     89.50     0.21%     164     1122       7/2008     315     46,785.70     148.53     0.00     35,105.73     61.62%     74.17%     0.00     5,940.00     16.92%     3     548.50     1.16%     202     1144	11/2008	200	29,220.30	146.10	0.00	21,417.32	61.13%	73.30%	0.00	3,553.71	16.59%	0	0.00	0.00%	125	1028
8/2008     321     43,233.36     134.68     0.00     26,197.91     50.40%     60.47%     0.00     4,361.99     16.65%     1     89.50     0.21%     164     1122       7/2008     315     46,785.70     148.53     0.00     35,105.73     61.62%     74.17%     0.00     5,940.00     16.92%     3     548.50     1.16%     202     1144	10/2008	323	43,162.50	133.63	0.00	31,680.58	60.72%	72.84%	0.00	5,272.18	16.64%	2	331.00	0.76%	202	1052
7/2008 315 46,785.70 148.53 0.00 35,105.73 61.62% 74.17% 0.00 5,940.00 16.92% 3 548.50 1.16% 202 1144	9/2008	571	76,554.80	134.07	0.00	53,040.14	57.41%	68.85%	0.00	8,811.27	16.61%	2	485.00	0.63%	317	1087
	8/2008	321	43,233.36	134.68	0.00	26,197.91	50.40%	60.47%	0.00	4,361.99	16.65%	1	89.50	0.21%	164	1122
TOTAL 11841 1,980,797.13 167.28 5,480.20 1,038,974.97 43.52% 52.22% 879.54 173,066.58 16.66% 47 8,688.50 0.44% 5568 577.97	7/2008	315	46,785.70	148.53	0.00	35,105.73	61.62%	74.17%	0.00	5,940.00	16.92%	3	548.50	1.16%	202	1144
	TOTAL	11841	1,980,797.13	167.28	5,480.20	1,038,974.97	43.52%	52.22%	879.54	173,066.58	16.66%	47	8,688.50	0.44%	5568	577.97

#### Payment Report

RECORD	CLIENT				ACCOUNTID							PAYMENT	ORIG	CURRENT	PIF	VEHICLE	VEHICLE		
TYPE	NUMBER	CLIENTNAME	CLIENT ACCOUNT #	MASTERNU	NUMBER	DEBTOR NAME	ADDRESS1	CSZ	DATE	RELEASEDATE	MEMOCODE	AMOUNT	BALANCE	BAL	PAYMENT	PLATE	STATE	DLC	FORWHAT
																			VEHICLE
																			INSURANCE-
																			FAIL TO
P	7528	ADA COUNTY, ID	CR-IN-2010-0036911	6165011	10596079	JOHNSON,ZACHARY M	854 W ARNAZ ST	MERIDIAN,ID,83646	2/1/2018	2/1/2018	04 - CreditCard	163.19	126.5	C	Y	042PEU	UT	8/15/2015	PROV
																			VEHICLE
																			SAFETY
																			RESTRAINT-
P	7528	ADA COUNTY, ID	CR-IN-2010-0053744	6165011	11028445	JOHNSON,ZACHARY M	854 W ARNAZ ST	MERIDIAN,ID,83646	2/1/2018	2/1/2018	04 - CreditCard	12.9	10	(	Y	042PEU	UT	12/1/2016	
																			VEHICLE
																			INSURANCE-
																			FAIL TO
P	7528	ADA COUNTY, ID	CR-IN-2010-0034130	6157773	10596075	JOHNSON,ZACHARY M	2268 W DIVIDE CREEK	MERIDIAN,ID,83646-4398	2/1/2018	2/1/2018	04 - CreditCard	163.19	126.5	C	Y	1AYG961	TX	7/28/2017	
																			Driving
																			Under the
																			Influence-
						Maurico-													(Second
P	7528	ADA COUNTY, ID	CR-MD-2010-0008276	7811968		Ramirez,Salvador	1515 W Aberdeen	Nampa,ID,83686	2/1/2018	2/1/2018	04 - CreditCard	1182.5	1182.5		Y	568UHG	TX	5/16/2016	Offense)



12.26 Reporting

#### Cases Paid Report

Creditor Reference Number	Count of Creditor Reference
456870	15
2416464	
2416465	
2742329	
2745778	
2752765	
2756333	
2756335	The following E reports are
2759425	The following 5 reports are based on requirements of
2765634	12.26 of the City's RFQS.
2767929	MSB can customize these
2771723	reports in a City-preferred
2775493	format and delivery
2776727	scheduled.
2776729	

	Sum of Accounts	Sum of Dollars
Total Cases Submitted	1,487,245	\$ 275,568,410.94
Total Cases Inactive	287,025	\$ 33,541,511.15
Total Cases Active	267,065	\$ 53,110,812.41
Total Cases PIF'd	172,933	\$ 65,024,195.33
Total Cases RC	772,636	\$ 111,942,546.30

Type of Contact	<b>Total Contacts</b>
Phone Calls	250,451
Letters	17,145
Emails	1,045
Texts	897
Total	269,538

#### Aged Cases Report

Age from Placement	<b>Count of Consumers</b>	Cu	rrent Balance
0-6 Months	25,259	\$	4,394,948.06
6-12 Months	23,676	\$	4,229,667.86
12-18 Months	22,047	\$	4,051,700.07
18-24 Months	18,064	\$	3,307,308.31
2-5 Years	89,706	\$	17,196,415.10
5-10 Years	76,280	\$	16,797,596.95
10+ Years	2,994	\$	746,513.50
<b>Grand Total</b>	258,026	\$	50,724,149.85

#### **Total Amount Collected Report**

Case Type	Submission	Payments
AUSTIN MUNICIPAL COURT - Parking Fines Non-Adj cases after 6/18/03	\$ 2,040,400.72	\$ 610,219.42
AUSTIN MUNICIPAL COURT - Criminal Non-Adj cases after 6/18/03	\$ 70,313,523.87	\$ 9,222,441.42
AUSTIN MUNICIPAL COURT - Criminal Adjudicated	\$ 155,127,435.54	\$ 46,317,169.62
AUSTIN MUNICIPAL COURT-Parking Fines Adjudicated	\$ 23,758,095.91	\$ 5,316,333.79
AUSTIN MUNICIPAL COURT - Criminal non-adj - cases before 6/18/03	\$ 20,474,681.87	\$ 3,332,816.32
AUSTIN MUNICIPAL COURT - Parking Non-Adj cases before 6/18/03	\$ 3,896,076.13	\$ 225,214.76
Total	\$ 275,610,214.04	\$ 65,024,195.33

MSB will provide the submissions and payments broken down by each case type.



# City of Austin FSD Purchasing Office Certificate of Exemption

DATE:

12/14/2017

DEPT:

Municipal Court

TO:

Purchasing Officer or Designee

FROM:

Kimberly Chadwick

BUYER: Erin D'Vincent

PHONE: (512) 974-4820

Chapter 252 of the Local Government Code requires that municipalities comply with the procedures established for competitive sealed bids or proposals before entering into a contract requiring an expenditure of \$50,000 or more, unless the expenditure falls within an exemption listed in Section 252,022.

Senate Bill 7 amended Chapter 252 of the Local Government Code to exempt from the requirements of such Chapter expenditures made by a municipally owned electric utility for any purchases made by the municipally owned electric utility in accordance with procurement procedures adopted by a resolution of its governing body that sets out the public purpose to be achieved by those procedures. The Austin City Council has adopted Resolution No. 040610-02 to establish circumstances which could give rise to a finding of critical business need for Austin Energy.

This Certification of Exemption is executed and filed with the Purchasing Office as follows:

- The undersigned is authorized to submit this certification.
- 2. The undersigned certifies that the following exemption is applicable to this purchase. (Please check which exemption you are certifying)
- O a procurement made because of a public calamity that requires the immediate appropriation of money to relieve the necessity of the municipality's residents or to preserve the property of the municipality
- a procurement necessary to preserve or protect the public health or safety of municipality's residents
- O a procurement necessary because of unforeseen damage to public machinery, equipment, or other property
- a procurement for personal, professional, or planning services
- O a procurement for work that is performed and paid for by the day as the work progresses
- a purchase of land or right-of- way
- a procurement of items available from only one source, including: items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies; films, manuscripts, or books; gas, water, and other utility services; captive replacement parts or components for

- equipment; books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and management services provided by a nonprofit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits
- O a purchase of rare books, papers, and other library materials for a public library
- O paving, drainage, street widening and other public improvements, or related matters, if at least one- third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements
- O a public improvement project, already in progress, authorized by voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes as authorized by the voters

documentation that supports this exemption.
dogine itation in at popporta this exempt

5.	Please provide any evaluation conducted to support the recommendation. Include the efforts
	taken to ensure the selected vendor is responsible and will provide the best value to the City
	(Ex: evaluation of other firms, knowledge of market, etc).

<ol> <li>Because the above fa Austin intends to con which will cost appro-</li> </ol>	acts and documentation support the requested tract with Request for Qualifications ximately \$(Provide estimate	exemption, the City of and/or breakdown of cost).
Recommended Certification	Kimbery M. Chacler	12/.4/17 Date 18/27/17
Approved Certification	Department Director or designee	Date 18/27/17
	Assistant City Manager / General Manager or designee (if applicable)	1/22/18 ger Date
Purchasing Review (if applicable)	Uadw 1.	22-18 Date Manager Initials
Exemption Authorized (if applicable)	Purchasing Officer or designee	Date
02/26/2013		



#### **GOAL DETERMINATION REQUEST FORM**

Buyer Name/Phone	Erin D'Vincent 4-3070	PM Name/Phone	Kim Chadwick				
Sponsor/User Dept.	Muni Court	Sponsor Name/Phone	974-4820				
Solicitation No	RFQS 4600 EAD0302	Project Name	Muni Court Collections				
Contract Amount	\$2,000,000	Ad Date (if applicable)	1/8/18				
Procurement Type		•					
□ AD - CSP □ AD - CM@R □ AD - Design Build   □ AD - Design Build Op Maint □ AD - JOC □ IFB - Construction   □ IFB - IDIQ □ PS - Project Specific □ PS - Rotation List   □ Nonprofessional Services □ Commodities/Goods □ Cooperative Agreement   □ Critical Business Need □ Interlocal Agreement □ Ratification							
Provide Project Descrip	tion**						
Collection of deliquent Mo	unicipal Court fines						
	solicitation previously is sultants utilized? Includ	sued; if so were goals es e prior Solicitation No.	tablished? Were				
RFQS GAZ0500 and GA	Z0502 issued with no goal	s					
List the scopes of work percentage; eCAPRIS p		this project. (Attach comi	modity breakdown by				
94633 - 100%							
Erin D'Vincent		12/13/2017					
Buyer Confirmation		Date					

FOR SMBR USE ON	ILY				
Date Received	Date Assi BDC	gned to	12/14/2017		
In accordance with determination:	Chapter2-9(A-D)-19 of the	e Austin City C	ode, SMBR	makes the following	
☐ Goals	% MBE		%	WBE	
Subgoals	% African Ame	% African American		% Hispanic	
	e American	%	WBE		
☐ Exempt from MBE	WBE Procurement Progra	am 🛮 No Goa	als		

<sup>\*</sup> Sole Source must include Certificate of Exemption \*\*Project Description not required for Sole Source



#### **GOAL DETERMINATION REQUEST FORM**

This determination is based upon the following:	
☐ Insufficient availability of M/WBEs ☐ Insufficient subcontracting opportunities ☐ Sufficient availability of M/WBEs ☐ Sole Source  If Other was selected, provide reasoning:	<ul><li>No availability of M/WBEs</li><li>No subcontracting opportunities</li><li>Sufficient subcontracting opportunities</li><li>Other</li></ul>
MBE/WBE/DBE Availability	<u>.</u>
None	
Subcontracting Opportunities Identified	
None	
John Wesley Smith	John Wesley Smith 12/14/17
SMBR Staff	Signature/ Date
SMBR Director or Designee  Returned to/ Date:	Date  2  18    1